

AGREEMENT FOR SALE  
OF  
REAL PROPERTY

AGREEMENT made this 16<sup>th</sup> day of June, 1982, between THE CONTINENTAL GROUP, INC., a New York corporation, formerly known as Continental Can Company, Inc., hereinafter called "Seller," and MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corporation, hereinafter called "Buyer".

1. ASSETS TO BE SOLD AND PURCHASED.

A. Seller hereby agrees to sell to Buyer at this time and Buyer agrees to purchase at this time from Seller, at the price and upon the terms hereinafter stated, the following property located in Seattle, King County, Washington, hereinafter referred to as "the Myrtle Street property":

(1) All of the Seller's right, title and interest in and to the land upon which Seller's plant is located at 601 South Myrtle Street, Seattle, Washington. Buyer shall be entitled to receive the entire acreage owned by Seller which is 5.6090 acres, as shown by survey of Bennett PS&E, Surveyors and Engineers. The exact acreage and legal description are attached hereto as Exhibit "A".

(2) All the buildings on said property and building mechanical systems therein situated, including, but not limited to, heating, ventilating and air conditioning systems, electrical lighting and wiring and the sprinkler system.

B. Assets to be sold and purchased shall not include personal property nor equipment used by Seller in connection with Seller's plant or presently located upon the premises (whether affixed to the buildings or not), which personal

property and equipment Seller shall be entitled to remove pursuant to Paragraph 4.

2. PURCHASE PRICE.

The purchase price for the assets itemized in Paragraph 1-A above, shall be THREE MILLION DOLLARS (\$3,000,000.00).

3. PAYMENT OF PURCHASE PRICE.

The purchase price referred to in Paragraph 2 above, aggregating THREE MILLION DOLLARS (\$3,000,000.00), shall be paid as follows:

A. Buyer has paid to Seller the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) under the terms of an offer to purchase, receipt of which is hereby acknowledged by the Seller.

B. The unpaid balance of the purchase price in the amount of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000.00) shall be paid as follows:

(1) The sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) payable on Buyer's signing of this Agreement For Sale.

(2) The sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), less accrued interest at the T-Bill rate, by certified or cashier's check or wire transfer, at Seller's option, on date of closing.

(3) The sum of TWO MILLION DOLLARS (\$2,000,000.00) on date of closing, payable to Seller, or order, in the form of a promissory note calling for payment in equal monthly installments over seven years at an interest rate of 14% in form as set forth in Exhibit B, to be secured by a Deed of Trust, in form satisfactory to Seller and Transamerica Title Insurance Company as Trustee.

4. REMOVAL OF PERSONAL PROPERTY AND EQUIPMENT.

It is understood between the parties that Seller shall have the right to remove from the premises all personal property and equipment presently utilized or located on the premises and whether or not affixed to the realty. In removing said personal property and equipment, Seller shall utilize due care, but shall not otherwise have any duty to clean up, refinish, repair or restore the areas from which equipment was removed since it is Buyer's intention to demolish the improvements.

5. CLOSING.

The sale and purchase of the assets identified in Paragraph 1-A of this Agreement shall take place at 9:30 A.M. on a date on or before December 15, 1982 selected by Seller, and to which Buyer shall have no reasonable objection (hereinafter called the "Closing Date"). Closing shall be held at the offices of LeGros, Buchanan, Paul & Whitehead, 2910 Seattle-First National Bank Building, Seattle, Washington 98154.

6. ACTIONS PRIOR TO CLOSING.

Prior to closing:

A. Seller shall not sell, dispose of, or encumber any of the property to be purchased by Buyer hereunder, nor make any commitments which shall preclude Seller from performing its commitments hereunder.

B. Seller has furnished to Buyer a stake survey of the premises completed by Bennett PS&E, surveyors licensed in the State of Washington. Said survey has been prepared at the sole cost and expense of Seller but shall be for the benefit of Buyer. Seller shall not be responsible for inaccuracies in said survey.

C. By July 1, 1982, Seller shall deliver to Buyer a copy of the Corporate Consent to Action or Minutes of Meeting of Board of Directors granting authority for execution

of this Agreement and related documents by designated corporate officers, duly certified by the Secretary or Assistant Secretary of the Seller corporation.

D. Seller shall deliver to Buyer any blueprints, specifications and records relating to the Myrtle Street property as may be available and helpful in enabling Buyer to make full use of the premises.

E. Seller agrees to continue to place the insurance on the building and improvements, in an amount not less than the sale price balance, against loss or damage by fire and extended risk, and to pay all premiums therefor up to the time of closing. In case of loss prior to closing, Buyer shall proceed to close on schedule. Seller shall be entitled to all insurance proceeds, which shall be utilized to reduce that portion of the purchase price to be paid by Buyer under terms of the Promissory Note to be issued to Seller.

F. Seller understands that Buyer is concerned about unobstructed rail access to and from the Myrtle Street property and Seller shall demonstrate access by allowing Buyer to perform a rail car unloading at the Seller's loading dock on or about June 4, 1982. Seller shall furnish evidence of railroad easement for South Garden Street trackage, acceptable to Buyer within 30 days of signing of this contract. Such acceptance by Buyer shall not unreasonably be withheld. If acceptance is reasonably withheld, then Seller shall provide acceptable prepaid rail alternative.

G. Buyer shall do nothing which shall impede or preclude it from performing its obligations hereunder. Buyer shall order a preliminary ATLA title search through Transamerica Title Insurance Co., or other reputable insurance company authorized to write title insurance in King



County, Washington, to be completed within thirty (30) days of the signing of this Agreement and shall immediately supply a copy to Seller. The cost of such preliminary search and all title insurance to be issued shall be paid equally by Seller and Buyer.

H. After receipt of the preliminary title report referred to in subparagraph G hereof, and the evidence of easements referred to in subparagraph F hereof, Buyer shall notify Seller as soon as possible, but in no event later than thirty (30) days after its receipt, of deficiencies which would prevent Buyer from proceeding to acquire a marketable and insurable title to said property as set forth in Paragraph 10-A hereof or which would prevent Buyer from accepting Seller's evidence of rail easement.

I. Prior to June 16, 1982, Buyer shall deliver to Seller a copy of the Corporate Consent to Action or Minutes of Meeting of Board of Directors granting authority for execution of this Agreement and related documents by designated corporate officers, duly certified by the Secretary or Assistant Secretary of the buying corporation.

7. TAXES, INSURANCE AND UTILITY CHARGES.

A. Seller shall pay all personal property taxes and the ad valorem taxes on the real estate covered by this Agreement due and payable on or prior to date of closing.

B. The Buyer shall pay all personal property taxes and the ad valorem taxes on the real estate covered by this Agreement due and payable subsequent to date of closing.

C. Any prepaid insurance premiums for fire, liability, or other insurance placed on the properties by Seller shall be for the account of Seller, and Buyer will make arrangements for its own insurance coverage commencing as of the Closing Date, as provided in Paragraph 6-J.

D. Seller shall pay all assessments due prior to date of closing and all service charges for water, sewer (including Metro charges) electricity, garbage, heating, telephone, or other utility services furnished to the premises up to date of closing and Buyer shall pay all such charges for day of closing and subsequent dates, except as used by Seller during any rental period.

E. Seller shall pay the 1.04% Real Estate Excise Tax and/or other taxes not mentioned above which are payable to any governmental agency as a result of this conveyance of the Myrtle Street property, including the documentary stamp tax.

F. Buyer shall insure the buildings and mechanical systems for fire and extended risks on date of closing, with a company acceptable to Seller, to market value reasonably determined by Buyer, and maintain such insurance in effect until Buyer's demolition schedule reduces the market value of said improvements. Proceeds of such insurance shall all be promptly paid over to Seller to reduce the principal owing on Buyer's note. Said insurance shall name Seller as an additional insured and shall provide for fifteen (15) days notice of cancellation to Seller.

8. ACTION TO BE TAKEN AT CLOSING.

The transactions covered by this Agreement shall be closed as follows:

A. The Seller shall deliver the following:

(1) Special Warranty Deed executed by Seller transferring to Buyer the land identified in Exhibit "A", together with all the buildings thereon, and the building mechanical systems.

(2) Seller's check for the cost of the 1.04% real estate excise tax and the cost of the documentary stamp tax related to the sale.

(3) Statement of Seller's intention to hold over and rent 75,000 square feet of the premises as per Paragraph 21 hereof, together with Seller's check in the amount of the agreed December rental.

B. Buyer shall deliver to Seller:

(1) Copy of Title Insurance Policy insuring Seller as beneficiary under the Deed of Trust in the amount of TWO MILLION DOLLARS (\$2,000,000.00) dated as of date of closing.

(2) Executed Promissory Note in the amount of TWO MILLION DOLLARS (\$2,000,000.00), in form of Exhibit B.

(3) Executed Deed of Trust in form satisfactory to Seller and Trustee.

(4) Copy of fire and extended risk insurance on the premises, or evidence of such coverage satisfactory to Seller.

C. Buyer shall wire transfer immediately available federal funds in the amount of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), less accrued interest at the T-Bill rate, representing the balance of the contract price due to Seller, to Seller's account in a New York bank designated by Seller.

9. PASSAGE OF TITLE AND RISK OF LOSS.

Ownership of the property to be sold to Buyer hereunder shall be deemed delivered to Buyer as of 9:30 A.M. on the Closing Date. Prior to such specified time, all risk of loss or damage to and responsibility for said properties, and all liability and expenses arising out of the ownership thereof, shall be for the account of Seller, and subsequent thereto, all such risk of loss or damage and responsibility, and all such liability expense, shall be for the account of Buyer.

10. REPRESENTATIONS BY SELLER.

Seller hereby represents and makes the following warranties to Buyer, and said representations and warranties shall

be true as of the closing date and are hereby made by the Seller to the Buyer for the purpose of inducing Buyer to execute this Agreement, to wit:

A. As to the property described in Paragraphs 1-A(1) and 1-A(2), Seller represents that it is seized of an indefeasible estate in fee simple in all such property (being the land, the buildings located thereon and the mechanical systems located therein) and on the date of closing will have a marketable and insurable title free from encumbrances done or suffered from the Seller.

B. There is not now, and on the Closing Date there will not be, any existing, valid agreement of any kind between Seller and any party (other than Buyer) concerning the right to acquire by purchase any of the properties described in this Agreement.

C. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of New York, having full corporate authority to own its properties, to carry on the business it presently conducts, and to enter into and consummate this transaction with respect to the properties described which are integral part or portion of the assets owned by Seller corporation in Seattle, Washington, but which conveyance represents a transfer of only a portion of the properties and assets of the Seller corporation.

D. At time of closing, Seller will have terminated all obligations to third parties under the Services Agreement with Palmer G. Lewis or existing leases, rental or conditioned use agreements related to the Myrtle Street Property.

E. The land, the buildings and the mechanical systems mentioned in Paragraph 1-A(2), are transferred to the Buyer

"where is and as is" and without representations as to condition by Seller of any kind. Buyer owns contiguous property and has had an opportunity to inspect the premises and observe the location and condition of the buildings, equipment and mechanical systems located on the real estate and accepts said property in its present location without any representation as to its condition, quantity, quality or state of repair.

11. REPRESENTATIONS BY BUYER.

Buyer hereby represents for the purpose of inducing Seller to execute this Agreement and warrants that said representations shall be true as of the Closing Date:

A. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, having full legal corporate authority to own properties, to carry on the business it presently conducts, and to enter into and consummate this transaction with respect to the properties described and to execute promissory notes, Deeds of Trust and all other documents called for in this Agreement. The officers signing this Agreement have full legal right and authority to do so and to bind this corporation.

12. APPLICABLE LAW AND REMEDIES.

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. If either party neglects or refuses to carry out this Agreement according to its terms, the other party shall be entitled to all such remedies as may be provided in law or in equity. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its costs and such sum as the Court may adjudge reasonable as attorney's fees at trial and on any appeal of such suit or action in addition to all other sums provided by law.

13. NOTICES.

Any demand, notice, or other papers with respect to any duty or default of a party under this Agreement shall be sufficiently given when delivered or sent by registered or certified mail to the parties at the following addresses:

To Buyer: Manson Construction & Engineering  
Company  
P.O. Box 24067  
5209 East Marginal Way South  
Seattle, Washington 98124

Attention: Glenn A. Edwards

or to such other address as Buyer may in writing designate from time to time to Seller.

To Seller: The Continental Group, Inc.  
51 Harbor Plaza  
Stamford, Connecticut 06904

Attention: The General Counsel

With a Copy To: Robert F. Ludemann  
General Manager  
Real Estate Department  
The Continental Group, Inc.  
1 Harbor Plaza  
Stamford, Connecticut 06904

or to such other address as Seller may in writing designate from time to time to Buyer.

14. AUTHORITY.

The execution and delivery of this Agreement and the sale contemplated hereby have been duly authorized by the Buying Corporation. The individual initialing this Agreement on behalf of the Seller has authority so to do, however, it is understood that the Agreement shall not be binding upon the Seller until it shall have been presented to and approved by Seller's Board of Directors at its next Board of Directors' meeting scheduled for June 16, 1982. Seller shall promptly communicate to Buyer the decision of Seller's Board of Directors with respect to this Agreement. Notwithstanding anything else contained in this Agreement, Buyer's offer to purchase the Myrtle Street property, as contained in this Agreement, shall be irrevocable and subject

to acceptance by Seller on or before June 20, 1982. Attached as Exhibit C, is a written representation from the General Manager of Seller's Real Estate Department to Buyer to the effect that until such time as Seller communicates to Buyer the decision of Seller's Board of Directors, Seller's Real Estate Department shall not consider any offers to sell the Myrtle Street property to others.

15. SUCCESSORS AND ASSIGNS.

This Agreement, once properly executed, shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

16. DISCLAIMER OF BROKERAGE.

Neither Seller nor Buyer has engaged the services of a broker in connection with the sale of the Myrtle Street property, and neither party shall be responsible to the other with respect to any claim for brokerage.

17. SERVICES AGREEMENT WITH PALMER G. LEWIS.

All services supplied to the Palmer G. Lewis property by Seller shall be at Seller's expense to date of their termination. Buyer acknowledges receipt of a copy of the Services Agreement between Seller and Palmer G. Lewis. Responsibility for termination of said Services Agreement shall rest with Seller and all such services shall be terminated not later than January 1, 1983.

18. EXECUTION OF CONTRACT, INSURABLE TITLE, POSSIBLE REFUNDS AND INTEREST.

If this Agreement for Sale shall not have been validly executed by Seller on or before June 20, 1982, then Manson's ONE HUNDRED THOUSAND DOLLAR (\$100,000.00) down payment shall be promptly refunded in full.

If title to the Myrtle Street property is not insurable as provided in Paragraph 10-A and cannot be made so insurable by date of closing, or if Seller fails to meet the requirements

imposed on it by this Agreement, as set forth in Paragraph 6, then Seller shall refund in full both the ONE HUNDRED THOUSAND DOLLAR (\$100,000.00) down payment and the TWO HUNDRED THOUSAND DOLLAR (\$200,000.00) payment made on the signing of this Agreement by Buyer, plus accrued interest at the T-Bill rate in effect at date of payment, and all rights of Buyer shall terminate; provided that Buyer may elect to waive defects and proceed with the purchase.

If title is not insurable, or if Seller fails to meet the requirements imposed by this Agreement, and Buyer elects not to proceed with the purchase, then in addition to refund of said sums, Buyer shall be entitled to payment of accrued interest at the T-Bill rate in effect at date of payment of same to Seller on said sums while they are in possession of Seller.

If title is insurable and Seller shall have met all requirements imposed on it by date of closing and Buyer nevertheless refuses to complete purchase, all sums paid by Buyer shall be forfeited as liquidated damages.

If title is insurable and Seller shall have met all requirements imposed on it by date of closing and Buyer nevertheless refuses to complete the purchase, Buyer shall not be entitled to any accrued interest on the sums held by Seller.

19. EMINENT DOMAIN PRIOR TO CLOSING.

Buyer assumes all hazards of the taking of said real estate or any part thereof for public use prior to closing.

20. TIME OF THE ESSENCE AND REMEDIES.

Time is of the essence of this Agreement. It is agreed that in case the Buyer shall fail to comply with or perform any condition of this Agreement or to make any payment required hereunder promptly at the time and in the manner herein required up to and including date of closing, the Seller may elect to declare all the Buyer's rights hereunder terminated and upon



doing so, all payments made by the Buyer hereunder and any improvements placed upon the real estate shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to take possession of the real estate. No waiver by the Seller of any default on the part of the Buyer shall be construed as a waiver of any subsequent default.

If, after closing and transfer of legal title to Buyer, Buyer shall fail to perform any condition of the Agreement or the Deed of Trust or make any payment required by the terms of the promissory note executed by the Buyer, Seller shall have such remedies as may be provided in the Deed of Trust, the laws of the State of Washington relating to foreclosure under a Deed of Trust, or in equity.

21. AGREEMENT TO RENT BACK TO SELLER.

Seller shall remain in possession until date of closing. Thereafter, although title shall pass to the Myrtle Street property, Seller shall have the right to rent an area of 75,000 square feet, more or less, as shown on drawing marked Exhibit "D", for machine shop use, and office purposes, together with appropriate access and parking, on a month-to-month basis, for a period of several months from date of closing. The gross rental payable to Buyer as Lessor for the several months under the rental agreement shall be:

\$20,000 from December 15, 1982 thru  
January 14, 1983;  
\$30,000 from January 15, 1983 thru  
February 14, 1983;  
\$50,000 for each and every month of  
occupancy after February 15, 1983.

The first month's rental shall be prepaid at date of closing and thereafter the rental shall be payable monthly in advance on the 15th day of each month. Lesser rental will be negotiated if space occupied by Seller is of a nominal amount and does not hinder Manson's plans. Seller may terminate said rental on ten (10) days' written notice to Buyer.

Seller may, but shall not be required to, maintain boilers and building mechanical systems at its own cost during period of its occupancy after closing. Seller shall construct any temporary security fences or enclosures needed during its period of rental occupancy, at its own expense.

22. PARTIAL RELEASE OF SECURITY.

As to Parcel A, as shown on Exhibit A, or any part thereof, Buyer shall be entitled to a partial reconveyance from the Deed of Trust, at such time as the principal amount owing to Seller shall have first been reduced by the full sale price, in cash received by Buyer, or at any time after six regular monthly payments shall have been received by Seller. As to Parcels B and C, as shown on Exhibit A, Seller shall not unreasonably withhold its approval of a commercially viable proposal received from Buyer for partial reconveyance of property from the Deed of Trust.

23. ENTIRE AGREEMENT.

This Agreement, with attached exhibits which are incorporated herein, shall constitute the whole agreement between the parties. There are no terms, obligations or conditions other than those set forth herein. No modification or amendment of this Agreement shall be valid or effective unless set forth in writing, signed by both parties.

24. COUNTERPARTS.

Duplicate originals of this Agreement are herewith executed this 16<sup>th</sup> day of June, 1982.

THE CONTINENTAL GROUP INC.

MANSON CONSTRUCTION & ENGINEERING  
COMPANY

By Richard W. Hoffman  
Its Exec V.P.

By Dita S. Hung  
Its President

Manson  
Bry

DEED OF TRUST

THIS DEED OF TRUST, made this 15<sup>th</sup> day of December, 1982, between MANSON CONSTRUCTION & ENGINEERING CO., a Washington corporation, GRANTOR, whose address is 5209 East Marginal Way South, Seattle, Washington 98124; TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1200 Sixth Avenue, Seattle, Washington; and CONTINENTAL CAN COMPANY, INC., a Delaware corporation, BENEFICIARY, whose headquarters address is One Harbor Plaza, Stamford, Connecticut 06904.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, that certain real property situated in King County, Washington, more particularly described on Exhibit One attached hereto and made a part hereof.

[See Exhibit One for Description]

which real property is not used principally for agricultural or farming purposes, together with all improvements, tenements, privileges, water rights, hereditaments, appurtenances and easements thereto belonging or anyway appertaining, and the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title, claim and demands whatsoever of the Grantor, either in law or in equity.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of TWO MILLION and NO/100 DOLLARS (\$2,000,000.00), with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

ALF  
B.K.D.  
1. ~~To keep the property in good condition and repair and to permit no waste thereof through March 31, 1983, after which~~ Grantor may proceed with its phased demolition schedule of any buildings or structures not leased to or occupied by Beneficiary. Grantor at all times shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property or the use thereof, and to pay all fees or charges in connection therewith.

2. To pay all debts and monies secured hereby, when from any cause the same shall become due and to keep the property free from statutory and governmental liens of any kind. That there are no charges, liens or encumbrances against or upon the property and none superior to this Deed of Trust, will be created or suffered to be created by the Grantor during the life of this Deed of Trust and that it has good right to make this Deed of Trust.

3. To pay in full at least ten (10) days before delinquent, all rents, taxes, assessments and encumbrances, charges or liens that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this trust. On default under this paragraph, Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, but Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

4. To repay immediately on written notice to Grantor, all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate of eighteen percent (18%) per annum until paid, and the repayment thereof shall be secured by this Deed of Trust. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

5. To keep all buildings and mechanical systems on the property continuously insured for fire and extended risks, in a company or companies approved by Beneficiary, to the market value of said buildings and mechanical systems as reasonably determined by Grantor, and to maintain such insurance in effect, until Grantor's demolition program reduces the market value of said improvements, at which time(s) the value of said insurance may be lowered to equal the reduced market value(s) as reasonably determined by Grantor. All said insurance shall name Beneficiary as an additional insured and shall provide for fifteen (15) or more days' notice of cancellation to Beneficiary. Proceeds of such insurance shall all be promptly paid over to Beneficiary to reduce the principal amount owing to Beneficiary on Grantor's promissory note which is secured by this Deed of Trust. Such payment and application of insurance proceeds shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

6. To warrant said property unto the Beneficiary, its successors and assigns, to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

7. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in

enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. The Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the property or initiate or acquiesce in any zoning reclassification, or do or suffer any act or thing which would impair the security for said debt or the Beneficiary's lien upon said property or the rents thereof. In the event of breach of any requirement of this paragraph, the Beneficiary may, in addition to any other rights or remedies, at any time thereafter declare the whole of said principal sum immediately due and payable.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall first be paid to Beneficiary to be applied to said obligation.

2. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. As to Parcel A, or any part thereof, Grantor shall be entitled to a partial reconveyance of same from the Trustee, at such time as the principal amount owing to Beneficiary shall have been reduced by the full sale price for said parcel, as received in cash by Grantor, or at any time on request by Grantor after six regular monthly payments shall have been paid to and received by Beneficiary.

3. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. All sums secured hereby shall become immediately due and payable, at the option of the Beneficiary without demand or notice, after any of the following occur, each of which shall be an event of default: (a) default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein; or (b) any assignment made by Grantor or the then owner of said property for the benefit of creditors; or (c) any transfer of title made by the Grantor or the then owner of said property to a Grantee or successor in interest without the assumption of all of the terms and conditions herein contained; or (d) any of the following shall occur, with respect to the property, the Grantor

or the then owner of said property: (i) the appointment of a receiver, liquidator, or Trustee; (ii) the adjudication as a bankrupt or insolvent; (iii) the filing of any Petition for Bankruptcy or reorganization; (iv) the institution of any proceeding for dissolution or liquidation; (v) if Grantor is unable to pay, or admits in writing an inability to pay, his debts when due; or (vi) a default in any provision of any other instrument which may be held by Beneficiary as security for said note, the terms and covenants of which are incorporated herein by reference as though fully set forth herein.

No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (RCW Chapter 61.24, as now existing or hereafter amended) and the Uniform Commercial Code of the State of Washington, where applicable, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus shall be distributed in accordance with said Deed of Trust Act. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The Power of Sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.

5. At any time Beneficiary may appoint in writing a successor trustee, or discharge and appoint a new Trustee in the place of any Trustee named herein, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party, unless such action or proceeding is brought by the Trustee.

6. In the event of default in compliance with any requirement of this Deed of Trust, or any further instrument at any time executed by Grantor for which security is to be provided by this Deed of Trust, and continuance thereof for such period as would entitle the beneficiary to declare said secured debt due and payable, then upon the expiration of thirty (30) days after notice of the default and failure of Grantor to cure such default, and provided Beneficiary instructs Trustee to give notice of foreclosure based on such default,

then the Beneficiary may, at its option, enter upon and take possession of said property and let the same or any part thereof, making therefor such alterations as it finds necessary, and may terminate in any lawful manner any tenancy or occupancy of said property, exercising with respect thereto any right or option available to the Grantor, pending completion of the foreclosure. From and after the occurrence of any such re-entry, if Grantor or any successor in interest to the Grantor shall occupy said property or part thereof, without first curing the existing defaults, such Grantor or successor in interest shall pay to the beneficiary in advance on the first day of each month, a reasonable rental for the space so occupied until such time as the default is cured, and upon failure so to do, the beneficiary shall be entitled to remove such party from the property by an appropriate action or proceeding. All proceeds from the real property received by the Beneficiary from such re-entry, shall be applied first to pay the reasonable expenses of notice and re-entry and the expenses of the Beneficiary and Trustee, including attorneys' fees, in commencing foreclosure. All other proceeds, will be applied as provided in Paragraph 7, which follows.

7. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, but all such proceeds, after payment of expenses incurred as provided for in the last sentence of Paragraph 6 above, shall be applied to pay Grantor's obligations, and if the proceeds are sufficient themselves, or when supplemented by additional funds from Grantor, to pay all amounts in default, such defaults shall be deemed cured.

8. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and/or (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

9. At any time upon written request of Beneficiary, or payment of its fees and presentation of this Deed of Trust and said note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of

any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map of said property; (b) with the consent of Grantor, join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

10. If from any circumstances whatever fulfillment of any provision of this Deed of Trust or said note at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by the usury statute or any other law, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed of Trust or under said note that is in excess of the limit of such validity; but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Deed of Trust and said note.

11. In the event of the passage after the date of this Deed of Trust of any Federal, State or local law, deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes. Provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the note, or this Deed of Trust, or otherwise, beneficiary may at its option, without demand or notice, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event, Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

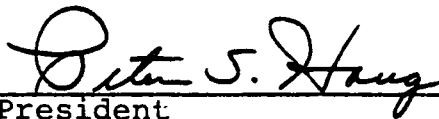
12. In the event that this Deed of Trust is foreclosed as a mortgage and the property sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on said property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from




the time of such expenditure at the highest lawful rate shall be added to and become a part of the amount required to be paid for redemption from such sale.

13. All Beneficiary's rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available and no requirement whatsoever may be waived at any time except by a writing signed by the Beneficiary, nor shall any waiver be operative upon other than a single occasion. This Deed of Trust cannot be changed, amended or terminated, except in writing. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their grantees, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgee(s), of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should it convey said property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the Grantor stated in the Deed of Trust, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

MANSON CONSTRUCTION & ENGINEERING CO.

By   
President

By   
Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 13th day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter S. Haug, to me known to be the President of Manson Construction & Engineering Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first above written.

Milton C. Smith  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 13 day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clyde K. Sherman, to me known to be the Secretary of Manson Construction & Engineering Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first above written.

Milton C. Smith  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION:

Parcel A:

Lots 1 through 5, inclusive, in Block 7, ALL in the Plat of Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying within the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 24 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the centerline of said Section 29, a distance of 2256.41 feet to a point on the North right-of-way line of South Garden Street; thence due East along said right-of-way, a distance of 298.28 feet, and the true point of beginning; thence North 0°08'57" West along said right-of-way line to the South right-of-way line of South Orchard Street, a distance of 200.14 feet; thence North 89°58'32" West along said right-of-way line, a distance of 100.00 feet; thence South 0°08'57" East to the North right-of-way line of South Garden Street, a distance of 200.18 feet; thence due East along said right-of-way line to the true point of beginning, a distance of 100.00 feet;

Situate in the County of King, State of Washington and containing 20,016.18 square feet or 0.4595 acres.

Parcel B:

Portions of the abandoned beds of the Duwamish River lying within the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 24 North, Range 4 East, W.M., AND of Tracts 19 and 20 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, and being more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the center line of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition; thence North 89°58'57" West along said North right-of-way line, a distance of 477.56 feet to the Southwest corner of said Tract 20 and the true point of beginning of this parcel description; thence North 20°44'33" West, 144.63 feet; thence due North 84.50 feet to the South right-of-way line of South Garden Street and the North line of said Tracts 19 and 20;

- continued -

Exhibit One To  
Deed of Trust

Description - Parcel B - (continued):

thence due East along the said right-of-way line, 131.89 feet, to a point on a line 700.00 feet West of and parallel with the East line of Tract 17 of said Duwamish Industrial Addition; thence South 0°08'57" East, 219.78 feet to the North right-of-way line of South Othello Street and the South line of said Tract 20; thence North 89°58'57" West, 81.24 feet along said right-of-way line of the true point of beginning;

Situate in the County of King, State of Washington and containing 25,582.99 square feet or 0.5873 acres.

Parcel C:

Portions of the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 AND of the abandoned beds of the Duwamish River lying within said Quarters, AND of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, AND vacated South Orchard Street under Ordinance No. 50034, more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the centerline of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition and the South line of Tract 18; thence North 89°58'57" West, a distance of 477.56 feet along said right-of-way line to the Southwest corner of Tract 20 of said Duwamish Industrial Addition; thence North 20°44'33" West along the West line of said Tract 20, a distance of 234.98 feet to the South right-of-way line of South Garden Street; thence North 14°58'53" West, a distance of 62.11 feet to the North right-of-way line of said South Garden Street, and the Southwest corner of said Tract 23, and being the true point of beginning; thence due West on the extension of the South line of said Tract 23, a distance of 35.93 feet; thence North 32°39'30" West 380.00 feet; thence North 60°33'54" West, 16.60 feet; thence North 30°14'49" West, 132.00 feet; thence North 0°00'43" East, 18.29 feet to the South right-of-way line of South Myrtle Street; thence South 89°59'17" East along the South right-of-way line of South Myrtle Street, a distance of 572.76 feet to the Westerly right-of-way line of 7th Avenue South; thence South 00°00'43" West along the West line of 7th Avenue South, a distance of 259.87 feet to the South right-of-way line of South Orchard Street and the North line of said Tract 21;

- continued -

Exhibit One To  
Deed of Trust

thence South 89°58'32" East along said right-of-way line, a distance of 16.06 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23;  
thence due West along said right-of-way line and the South line of Tract 23, a distance of 227.84 feet to the true point of beginning;

Situate in the County of King, State of Washington and containing 198,727 square feet or 4.5622 acres;

TOGETHER WITH a perpetual easement for rail ingress and egress under, over, through and along the Southerly 8 feet of the following described property: Lot 9 and Lot 10, Block 7, AND that portion vacated by City of Seattle Ordinance No. 66185, and of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying Easterly of the following described line:

Beginning at the intersection of the centerline of 7th Avenue South with the centerline of South Orchard Street, as dedicated in said plat;  
thence South 0°00'43" West 25.00 feet to the point of beginning on the North line of said Tract 21;  
thence North 89°58'32" West along said North line, 8.54 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23 and terminus of said line;

AND TOGETHER WITH an easement for a single track which crosses Lot 20 Block 8 of said Duwamish Industrial Addition in accordance with the provisions and the Blueprint in that certain easement recorded under King County Auditor's File No. 2733395;

All situate in the County of King, State of Washington.

Exhibit One To  
Deed of Trust

**LE GROS, BUCHANAN, PAUL & WHITEHEAD**

A PROFESSIONAL SERVICE CORPORATION

**LAWYERS**

2910 SEATTLE-FIRST NATIONAL BANK BUILDING  
SEATTLE, WASHINGTON 98154

CHARLES B. HOWARD (1971)

THEODORE A. LE GROS

RICHARD W. BUCHANAN

THOMAS F. PAUL

JAMES F. WHITEHEAD, III

ROBERT W. NOLTING

MARC E. WARNER

RONALD L. COHEN

CRAIG L. NODTVEDT

THOMAS H. TANAKA

TELEX: 32-0310

HUFHAY SEA

CABLE ADDRESS "HUFHAY"

(206) 623-4990

December 30, 1982

Mr. Milton C. Smith  
17th Floor, Park Place Building  
Seattle, Washington 98101

Re: Continental Can Company -  
Sale of Property to  
Manson Construction  
Our File No. 15677

Dear Milton:

Having just received same, I am forwarding to you the original owner's title insurance policy, showing fee simple title vested in Manson Construction.

May we take this opportunity to wish you and your staff a Happy New Year.

Very truly yours,

• LE GROS, BUCHANAN, PAUL & WHITEHEAD

BY

*Richard W. Buchanan*

RWB:eam

Encl.

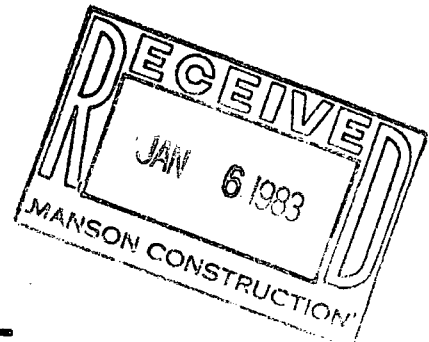
FOR YOUR INFORMATION  
Corney, Stephenson, ETAL.

By

*Milt Smith*

Date

*1/5/83*



June 2, 1982

Manson Construction & Engineering  
Company  
5290 East Marginal Way South  
Seattle, Washington 98124

Re: Property at 601 South  
Myrtle Street, Seattle Washington

Gentlemen:

As a part of our understanding, please be advised that The Continental Group, Inc. will not consider any third-party offers to purchase the subject property between your signing of the Agreement For Sale and the time when Continental communicates to you the decision of its Board of Directors with regard to Continental's execution of that Agreement.

Very truly yours,

THE CONTINENTAL GROUP, INC.

By Robert J. Ludeman

Its General Manager  
Real Estate Department

Exhibit "C"



Manson  
Bpp

DEED OF TRUST

THIS DEED OF TRUST, made this 5<sup>th</sup> day of December, 1982, between MANSON CONSTRUCTION & ENGINEERING CO., a Washington corporation, GRANTOR, whose address is 5209 East Marginal Way South, Seattle, Washington 98124; TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1200 Sixth Avenue, Seattle, Washington; and CONTINENTAL CAN COMPANY, INC., a Delaware corporation, BENEFICIARY, whose headquarters address is One Harbor Plaza, Stamford, Connecticut 06904.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, that certain real property situated in King County, Washington, more particularly described on Exhibit One attached hereto and made a part hereof.

[See Exhibit One for Description]

which real property is not used principally for agricultural or farming purposes, together with all improvements, tenements, privileges, water rights, hereditaments, appurtenances and easements thereto belonging or anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title, claim and demands whatsoever of the Grantor, either in law or in equity.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of TWO MILLION and NO/100 DOLLARS (\$2,000,000.00), with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

AF  
BPP  
1. ~~To keep the property in good condition and repair and to permit no waste thereof through March 31, 1983, after which~~ Grantor may proceed with its phased demolition schedule of any buildings or structures not leased to or occupied by Beneficiary. Grantor at all times shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property or the use thereof, and to pay all fees or charges in connection therewith.

2. To pay all debts and monies secured hereby, when from any cause the same shall become due and to keep the property free from statutory and governmental liens of any kind. That there are no charges, liens or encumbrances against or upon the property and none superior to this Deed of Trust, will be created or suffered to be created by the Grantor during the life of this Deed of Trust and that it has good right to make this Deed of Trust.

3. To pay in full at least ten (10) days before delinquent, all rents, taxes, assessments and encumbrances, charges or liens that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this trust. On default under this paragraph, Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, but Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

4. To repay immediately on written notice to Grantor, all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate of eighteen percent (18%) per annum until paid, and the repayment thereof shall be secured by this Deed of Trust. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

5. To keep all buildings and mechanical systems on the property continuously insured for fire and extended risks, in a company or companies approved by Beneficiary, to the market value of said buildings and mechanical systems as reasonably determined by Grantor, and to maintain such insurance in effect, until Grantor's demolition program reduces the market value of said improvements, at which time(s) the value of said insurance may be lowered to equal the reduced market value(s) as reasonably determined by Grantor. All said insurance shall name Beneficiary as an additional insured and shall provide for fifteen (15) or more days' notice of cancellation to Beneficiary. Proceeds of such insurance shall all be promptly paid over to Beneficiary to reduce the principal amount owing to Beneficiary on Grantor's promissory note which is secured by this Deed of Trust. Such payment and application of insurance proceeds shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

6. To warrant said property unto the Beneficiary, its successors and assigns, to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

7. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in

enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. The Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the property or initiate or acquiesce in any zoning reclassification, or do or suffer any act or thing which would impair the security for said debt or the Beneficiary's lien upon said property or the rents thereof. In the event of breach of any requirement of this paragraph, the Beneficiary may, in addition to any other rights or remedies, at any time thereafter declare the whole of said principal sum immediately due and payable.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall first be paid to Beneficiary to be applied to said obligation.

2. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. As to Parcel A, or any part thereof, Grantor shall be entitled to a partial reconveyance of same from the Trustee, at such time as the principal amount owing to Beneficiary shall have been reduced by the full sale price for said parcel, as received in cash by Grantor, or at any time on request by Grantor after six regular monthly payments shall have been paid to and received by Beneficiary.

3. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. All sums secured hereby shall become immediately due and payable, at the option of the Beneficiary without demand or notice, after any of the following occur, each of which shall be an event of default: (a) default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein; or (b) any assignment made by Grantor or the then owner of said property for the benefit of creditors; or (c) any transfer of title made by the Grantor or the then owner of said property to a Grantee or successor in interest without the assumption of all of the terms and conditions herein contained; or (d) any of the following shall occur, with respect to the property, the Grantor

or the then owner of said property: (i) the appointment of a receiver, liquidator, or Trustee; (ii) the adjudication as a bankrupt or insolvent; (iii) the filing of any Petition for Bankruptcy or reorganization; (iv) the institution of any proceeding for dissolution or liquidation; (v) if Grantor is unable to pay, or admits in writing an inability to pay, his debts when due; or (vi) a default in any provision of any other instrument which may be held by Beneficiary as security for said note, the terms and covenants of which are incorporated herein by reference as though fully set forth herein.

No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (RCW Chapter 61.24, as now existing or hereafter amended) and the Uniform Commercial Code of the State of Washington, where applicable, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus shall be distributed in accordance with said Deed of Trust Act. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The Power of Sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.

5. At any time Beneficiary may appoint in writing a successor trustee, or discharge and appoint a new Trustee in the place of any Trustee named herein, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party, unless such action or proceeding is brought by the Trustee.

6. In the event of default in compliance with any requirement of this Deed of Trust, or any further instrument at any time executed by Grantor for which security is to be provided by this Deed of Trust, and continuance thereof for such period as would entitle the beneficiary to declare said secured debt due and payable, then upon the expiration of thirty (30) days after notice of the default and failure of Grantor to cure such default, and provided Beneficiary instructs Trustee to give notice of foreclosure based on such default,

then the Beneficiary may, at its option, enter upon and take possession of said property and let the same or any part thereof, making therefor such alterations as it finds necessary, and may terminate in any lawful manner any tenancy or occupancy of said property, exercising with respect thereto any right or option available to the Grantor, pending completion of the foreclosure. From and after the occurrence of any such re-entry, if Grantor or any successor in interest to the Grantor shall occupy said property or part thereof, without first curing the existing defaults, such Grantor or successor in interest shall pay to the beneficiary in advance on the first day of each month, a reasonable rental for the space so occupied until such time as the default is cured, and upon failure so to do, the beneficiary shall be entitled to remove such party from the property by an appropriate action or proceeding. All proceeds from the real property received by the Beneficiary from such re-entry, shall be applied first to pay the reasonable expenses of notice and re-entry and the expenses of the Beneficiary and Trustee, including attorneys' fees, in commencing foreclosure. All other proceeds, will be applied as provided in Paragraph 7, which follows.

7. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, but all such proceeds, after payment of expenses incurred as provided for in the last sentence of Paragraph 6 above, shall be applied to pay Grantor's obligations, and if the proceeds are sufficient themselves, or when supplemented by additional funds from Grantor, to pay all amounts in default, such defaults shall be deemed cured.

8. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and/or (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

9. At any time upon written request of Beneficiary, or payment of its fees and presentation of this Deed of Trust and said note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of

any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map of said property; (b) with the consent of Grantor, join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

10. If from any circumstances whatever fulfillment of any provision of this Deed of Trust or said note at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by the usury statute or any other law, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed of Trust or under said note that is in excess of the limit of such validity; but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Deed of Trust and said note.

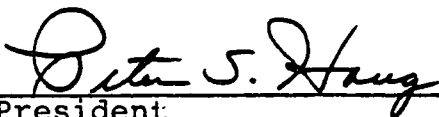
11. In the event of the passage after the date of this Deed of Trust of any Federal, State or local law, deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes. Provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the note, or this Deed of Trust, or otherwise, beneficiary may at its option, without demand or notice, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event, Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.


12. In the event that this Deed of Trust is foreclosed as a mortgage and the property sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on said property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from

the time of such expenditure at the highest lawful rate shall be added to and become a part of the amount required to be paid for redemption from such sale.

13. All Beneficiary's rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available and no requirement whatsoever may be waived at any time except by a writing signed by the Beneficiary, nor shall any waiver be operative upon other than a single occasion. This Deed of Trust cannot be changed, amended or terminated, except in writing. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their grantees, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgee(s), of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should it convey said property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the Grantor stated in the Deed of Trust, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

MANSON CONSTRUCTION & ENGINEERING CO.

By   
President

By   
Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 13th day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter S. Haug, to me known to be the President of Manson Construction & Engineering Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first above written.

Milton C. Smith  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 13 day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clyde K. Sherman, to me known to be the Secretary of Manson Construction & Engineering Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first above written.

Milton C. Smith  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.



REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION:

Parcel A:

Lots 1 through 5, inclusive, in Block 7, ALL in the Plat of Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying within the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 24 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the centerline of said Section 29, a distance of 2256.41 feet to a point on the North right-of-way line of South Garden Street; thence due East along said right-of-way, a distance of 298.28 feet, and the true point of beginning; thence North 0°08'57" West along said right-of-way line to the South right-of-way line of South Orchard Street, a distance of 200.14 feet; thence North 89°58'32" West along said right-of-way line, a distance of 100.00 feet; thence South 0°08'57" East to the North right-of-way line of South Garden Street, a distance of 200.18 feet; thence due East along said right-of-way line to the true point of beginning, a distance of 100.00 feet;

Situate in the County of King, State of Washington and containing 20,016.18 square feet or 0.4595 acres.

Parcel B:

Portions of the abandoned beds of the Duwamish River lying within the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 24 North, Range 4 East, W.M., AND of Tracts 19 and 20 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, and being more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the center line of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition; thence North 89°58'57" West along said North right-of-way line, a distance of 477.56 feet to the Southwest corner of said Tract 20 and the true point of beginning of this parcel description; thence North 20°44'33" West, 144.63 feet; thence due North 84.50 feet to the South right-of-way line of South Garden Street and the North line of said Tracts 19 and 20;

- continued -

Exhibit One To  
Deed of Trust

Description - Parcel B - (continued):

thence due East along the said right-of-way line, 131.89 feet, to a point on a line 700.00 feet West of and parallel with the East line of Tract 17 of said Duwamish Industrial Addition; thence South  $0^{\circ}08'57''$  East, 219.78 feet to the North right-of-way line of South Othello Street and the South line of said Tract 20; thence North  $89^{\circ}58'57''$  West, 81.24 feet along said right-of-way line of the true point of beginning;

Situate in the County of King, State of Washington and containing 25,582.99 square feet or 0.5873 acres.

Parcel C:

Portions of the Northeast  $1/4$  of the Southwest  $1/4$  AND the Southeast  $1/4$  of the Northwest  $1/4$  AND of the abandoned beds of the Duwamish River lying within said Quarters, AND of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, AND vacated South Orchard Street under Ordinance No. 50034, more particularly described as follows:

Beginning at the South  $1/4$  section corner of said Section 29; thence North  $0^{\circ}57'26''$  East along the centerline of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition and the South line of Tract 18; thence North  $89^{\circ}58'57''$  West, a distance of 477.56 feet along said right-of-way line to the Southwest corner of Tract 20 of said Duwamish Industrial Addition; thence North  $20^{\circ}44'33''$  West along the West line of said Tract 20, a distance of 234.98 feet to the South right-of-way line of South Garden Street; thence North  $14^{\circ}58'53''$  West, a distance of 62.11 feet to the North right-of-way line of said South Garden Street, and the Southwest corner of said Tract 23, and being the true point of beginning; thence due West on the extension of the South line of said Tract 23, a distance of 35.93 feet; thence North  $32^{\circ}39'30''$  West 380.00 feet; thence North  $60^{\circ}33'54''$  West, 16.60 feet; thence North  $30^{\circ}14'49''$  West, 132.00 feet; thence North  $0^{\circ}00'43''$  East, 18.29 feet to the South right-of-way line of South Myrtle Street; thence South  $89^{\circ}59'17''$  East along the South right-of-way line of South Myrtle Street, a distance of 572.76 feet to the Westerly right-of-way line of 7th Avenue South; thence South  $00^{\circ}00'43''$  West along the West line of 7th Avenue South, a distance of 259.87 feet to the South right-of-way line of South Orchard Street and the North line of said Tract 21;

- continued -

Exhibit One To  
Deed of Trust

thence South 89°58'32" East along said right-of-way line, a distance of 16.06 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23;  
thence due West along said right-of-way line and the South line of Tract 23, a distance of 227.84 feet to the true point of beginning;

Situate in the County of King, State of Washington and containing 198,727 square feet or 4.5622 acres;

TOGETHER WITH a perpetual easement for rail ingress and egress under, over, through and along the Southerly 8 feet of the following described property: Lot 9 and Lot 10, Block 7, AND that portion vacated by City of Seattle Ordinance No. 66185, and of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying Easterly of the following described line:

Beginning at the intersection of the centerline of 7th Avenue South with the centerline of South Orchard Street, as dedicated in said plat;  
thence South 0°00'43" West 25.00 feet to the point of beginning on the North line of said Tract 21;  
thence North 89°58'32" West along said North line, 8.54 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23 and terminus of said line;

AND TOGETHER WITH an easement for a single track which crosses Lot 20 Block 8 of said Duwamish Industrial Addition in accordance with the provisions and the Blueprint in that certain easement recorded under King County Auditor's File No. 2733395;

All situate in the County of King, State of Washington.

Exhibit One To  
Deed of Trust

*Cy Manson  
With Glenn Edwards*

**LE GROS, BUCHANAN, PAUL & WHITEHEAD**

A PROFESSIONAL SERVICE CORPORATION  
LAWYERS

2910 SEATTLE-FIRST NATIONAL BANK BUILDING  
SEATTLE, WASHINGTON 98154

TELEX: 32-0310  
HUFHAY SEA  
CABLE ADDRESS "HUFHAY"

(206) 623-4990

CHARLES B. HOWARD (1971)

THEODORE A. LE GROS

RICHARD W. BUCHANAN

THOMAS F. PAUL

JAMES F. WHITEHEAD, III

ROBERT W. NOLTING

MARC E. WARNER

RONALD L. COHEN

CRAIG L. NODTVEDT

THOMAS H. TANAKA

December 30, 1982

Mr. Milton C. Smith  
17th Floor, Park Place Building  
Seattle, Washington 98101

Re: Continental Can Company -  
Sale of Property to  
Manson Construction  
Our File No. 15677

Dear Milton:

Having just received same, I am forwarding to you the original owner's title insurance policy, showing fee simple title vested in Manson Construction.

May we take this opportunity to wish you and your staff a Happy New Year.

Very truly yours,

LE GROS, BUCHANAN, PAUL & WHITEHEAD

BY

*Richard W. Buchanan*

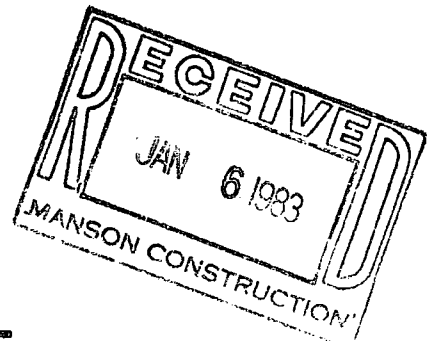
RWB:eam

Encl.

FOR YOUR INFORMATION  
Carney, Stephenson, ETAL.

By Milt Smith

Date 1/5/83



*Don*  
*file*

*Law Offices of*

CARNEY, STEPHENSON, BADLEY, SMITH & MUELLER

A PROFESSIONAL SERVICES CORPORATION

17TH FLOOR, PARK PLACE BUILDING

SIXTH & UNIVERSITY

SEATTLE, WASHINGTON 98101

(206) 622-8020

CABLE: INTERLEX

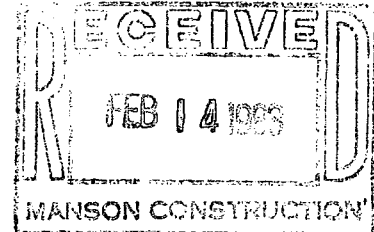
TELEX: 321270

R. JACK STEPHENSON  
BASIL L. BADLEY  
MILTON C. SMITH  
EDWARD L. MUELLER  
SANDRA D. BATES  
NICHOLAS P. SCARPELLI, JR.  
JAMES N. JORY, JR.  
JOHN M. MONAHAN  
RICHARD J. PADDEN  
TIMOTHY J. PARKER  
WILLIAM T. ROBINSON

PALMER ROBINSON  
STEPHEN C. SIEBERSON  
CHARLES N. EVANS  
T. JEFFREY KEANE  
JAMES K. DOANE  
FREDERICK M. ROBINSON  
LAURA M. MURPHY

*of counsel*  
ELVIN P. CARNEY  
WILLIAM C. HALLIN

February 10, 1983



Mr. Richard W. Buchanan  
Le Gros, Buchanan, Paul & Whitehead  
2910 Seattle-First National Bank Bldg.  
Seattle, Washington 98154

Re: Continental Can Co./Manson Construction

Dear Mr. Buchanan:

Enclosed please find a Certified Copy of Corporate Resolution from Manson Construction & Engineering Co. authorizing Glenn A. Edwards to sign corporate documents, etc. in the absence of the President, dated December 1, 1982.

I believe this completes the required documentation relating to the above transaction.

Thank you for your assistance in this matter.

Very truly yours,

*Elaine Edgell*

Elaine Edgell  
Secretary to Milton C. Smith

Enclosure

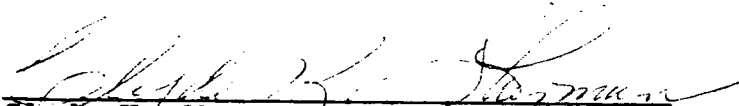
cc: Manson/Clyde Sherman  
Copy of Resolution for your records.

CERTIFIED COPY OF CORPORATE RESOLUTION

I, Clyde K. Sherman, Secretary of Manson Construction & Engineering Co., a Washington corporation, do hereby certify that the following is a true and correct copy of a resolution that was unanimously adopted at a duly held special meeting of the Board of Directors of Manson Construction & Engineering Co., held at the office of the corporation in Seattle, Washington on December 1, 1982, at which meeting a quorum was present at all times; and further certify that said resolution has not been repealed or amended and is still in full force and effect.

RESOLVED, that Executive Vice President, Glenn A. Edwards, is empowered by the Shareholders and Board of Directors to sign all corporate documents, real estate documents, loan agreements, bid proposals, and any other document requiring the President's signature, in the absence of the President or his unavailability, without further resolution being required as to the particular matter.

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 1st day of December 1982.

  
Clyde K. Sherman,  
Secretary of  
MANSON CONSTRUCTION & ENGINEERING CO.

(CORPORATE SEAL)

June 2, 1982

Manson Construction & Engineering  
Company  
5290 East Marginal Way South  
Seattle, Washington 98124

Re: Property at 601 South  
Myrtle Street, Seattle Washington

Gentlemen:

As a part of our understanding, please be advised that The Continental Group, Inc. will not consider any third-party offers to purchase the subject property between your signing of the Agreement For Sale and the time when Continental communicates to you the decision of its Board of Directors with regard to Continental's execution of that Agreement.

Very truly yours,

THE CONTINENTAL GROUP, INC.

By Robert J. Ludeman

Its General Manager  
Real Estate Department

Exhibit "C"



CORPORATE INSTALLMENT NOTE

\$2,000,000.00

Seattle, Washington  
December 15, 1982

FOR VALUE RECEIVED, MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corporation, with principal offices at 5209 East Marginal Way South, Seattle, Washington 98134, DOES HEREBY PROMISE TO PAY to the order of CONTINENTAL CAN COMPANY, INC., a Delaware corporation, at its headquarters office at One Harbor Plaza, Stamford, Connecticut 06904, in lawful money of the United States the principal amount of TWO MILLION DOLLARS (\$2,000,000.00) in eighty-four (84) equal monthly installments of THIRTY SEVEN THOUSAND FOUR HUNDRED EIGHTY AND 03/100 DOLLARS (\$37,480.03), including interest at the rate of fourteen percent (14%) per annum, computed on the declining balances. Interest is to be paid with the principal commencing on the 15th day of January, 1983 and on the 15th day of each and every month thereafter until the entire indebtedness shall have been paid. If interest and principal is not so paid within ten (10) days of due date, the whole of both principal and interest to become immediately due and collectible at the option of the holder of this Note. Maker shall have the right to prepay all or any portion of the balance due in minimum increments of \$250,000 or the remaining principal, whichever is smaller, at any time without penalty.

In case suit or action is instituted to collect this Note or any portion thereof, the maker agrees to pay in addition to the

costs and disbursements provided by statute such sum as the Court may adjudge reasonable as attorneys' fees in said suit, together with interest at the rate of eighteen percent (18%), but not to exceed the highest legal rate, from date of default until date of payment.

This Note is secured by Deed of Trust executed by MANSON CONSTRUCTION & ENGINEERING COMPANY on even date herewith.

MANSON CONSTRUCTION & ENGINEERING COMPANY

By *Glen A. Edwards*  
Its *Vice Pres*

By *Clyde H. Sherman*  
Its *Secretary*

13 929.37 } TAXES ÷ 365 X 16 = 645 <sup>76</sup>  
800.77 }

21 771 <sup>39</sup> INTEREST

678,228.61

645 <sup>76</sup>  
678,574.37

Cashier

Continental Can Company, Inc.

51 Harbor Plaza

Box # 10004

Stamford, Ct. 06904-2004

**Robert F Ludemann**  
General Manager  
Real Estate Department

December 15, 1982

Mr. Peter Haug, President  
Manson Construction & Engineering Co.  
5209 East Marginal Way South  
P.O. Box 24067  
Seattle, Washington 98124

Re: Lease Back of Property by  
Continental Can Company

Gentlemen:

This will confirm the modifications to the Lease signed and dated December 15, 1982 which were worked out with our Mr. Krueger.

Paragraph 5, RENT, has been modified to read as follows:

20,000 from December 15, 1982 thru  
January 14, 1983  
20,000 from January 15, 1983 thru  
February 14, 1983  
Rental to be negotiated for period  
February 15, 1983 to termination.

The first month's rental shall be prepaid at date of closing and thereafter the rental shall be payable monthly in advance on the 15th day of each month. A smaller rental will be negotiated if space occupied by Lessee is reduced below 70,000 square feet. Lessor may terminate said occupancy on or after March 1, 1983, but only by giving thirty (30) days' prior written notice to Lessee.

Paragraph 13, TERMINATION, has been modified to read as follows:

Lessee may terminate this Lease at any time before or after February 15, 1983 by giving Lessor thirty (30) days' prior written notice. Lessee shall be entitled to a refund for any portion of its prepaid rental covering a period subsequent to such termination.

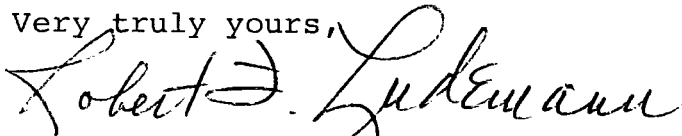
Mr. Peter Haug, President  
Manson Construction & Engineering Co.  
December 15, 1982  
Page Two

There shall be added to Paragraph 14, INSURANCE, the following provision:

Lessee agrees to insure or self-insure its own equipment and personal property on the leased premises to full market value and agrees to the equivalent of waiver of rights of subrogation against Lessor for loss or damage to said property caused by ordinary negligence of Lessor or its employees, the same as if said insurance was in force and a waiver of subrogation was given with said insurance. Neither Lessor's nor Lessee's waiver of subrogation shall apply to intentional acts or acts of wanton disregard for the protection of the property of the other.

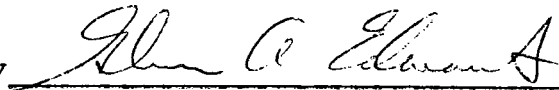
All other terms and conditions of this Lease, dated December 15, 1982, to remain the same.

Very truly yours,

  
Robert F. Ludemann

Approved this 15 day of December, 1982.

MANSON CONSTRUCTION & ENGINEERING CO.

By   
Vice Pres

LEASE

*Manson  
copy*

This lease made and entered into at Seattle, King County, Washington on this 15<sup>th</sup> day of December, 1982, by and between MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corporation, hereinafter referred to as "Lessor", and CONTINENTAL CAN COMPANY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessee has this date sold and deeded certain properties in Seattle, Washington to the Lessor (hereinafter for brevity referred to as the Myrtle Street Properties) and both parties are desirous of allowing the Seller to remain in possession of a portion of said Myrtle Street Properties, as Lessee, for an indefinite period after closing,

NOW, THEREFORE, the Lessor and the Lessee agree as follows:

1. PREMISES: Lessor does hereby lease to Lessee 75,000 square feet, more or less, of those buildings constituting a portion of said properties, marked Buildings A, B and C on Exhibit "D" attached hereto and made a part of this Lease (together with appropriate access and parking), heretofore owned by Lessee and situated on the Myrtle Street premises, more fully and legally described in Exhibit "A".

In addition, Lessee may continue to occupy the ground floor office area in the Building marked "D" on Exhibit "D" attached hereto, until Lessor shall give Lessee thirty (30) days' notice of its own need, or that of another tenant of Lessor, for use of the said ground floor office space. Until the effective date of said notice, the Lessee shall be entitled to utilize said ground floor space at no additional cost.

Lessee, in addition to general access to all of the buildings occupied by it pursuant to this Lease, shall be allowed free access through the assembly floor and to utilize the ten-ton crane (which Lessor agrees to leave in place) for loading and unloading of its equipment, until Lessee vacates the total facility. Lessee shall also be permitted to utilize without charge the present shipping and receiving department in the south part of Building D until Lessor shall give Lessee thirty (30) days' notice of its own need.

2. BUSINESS PURPOSE: The lease premises are to be used for the purposes of a machine shop, office, records retention and machine staging.

3. CONDITION OF PROPERTY: Lessee accepts the leased premises, with which it is familiar, in their present state.

4. TERM: The term of this lease shall be for two months, commencing December 15, 1982, and running through February 14,

1983. Thereafter, the lease shall, at Lessee's option, be on a month-to-month basis for the next few months.

5. RENT: The gross rental payable to Lessor by Lessee for the several months of this Lease shall be:

*RE-LEASED* { \$20,000 from December 15, 1982, thru  
January 14, 1983;  
\$30,000 from January 15, 1983 thru  
February 14, 1983;  
\$50,000 for each and every month of  
occupancy after February 15, 1983.

The first month's rental shall be prepaid at date of closing and thereafter the rental shall be payable monthly in advance on the 15th day of each month. A smaller rental will be negotiated if space occupied by Lessee is reduced below 70,000 square feet. After March 15, 1983, Lessor may terminate said rental on ten (10) days' written notice to Lessee.

6. SIGNS: Lessee may maintain in place, on the exterior wall of the office Building D, above the entrance to the leased premises, and on Lessor's premises in a position visible to traffic passing on Myrtle Street, but without obstructing Lessor's sign, its lawful signs advertising its business. Upon termination of this lease or any extension thereof, the Lessee shall remove all such signs.

7. REPAIRS, MAINTENANCE AND REMOVAL OF PROPERTY: Lessee shall, during the term of this lease and any extensions thereof, at its sole expense, keep the premises occupied by it, the boilers, boiler room and the occupied buildings' mechanical systems in a good state of order and repair, reasonable wear and tear and damage by fire or other casualty excepted. In addition, Lessee will make necessary temporary repairs in areas controlled and/or occupied by Lessor and Lessor shall reimburse Lessee for all expenses of said repair, including wages, benefits and material costs within thirty (30) days of date of invoicing. Lessor for such additional repairs on a per-occurrence basis. The parties acknowledge that pursuant to the Agreement for Sale, the Lessee shall have the right to remove from the premises all its personal property and equipment presently utilized or located on the premises and whether or not affixed to the realty. In removing said personal property and equipment, Lessee shall utilize due care, but shall not otherwise have any duty to clean up, re-finish, repair or restore the areas from which equipment was removed since it is Lessor's intention to demolish the improvements.

8. PAYMENTS TO LESSEE: Lessor will pay to Lessee compensation for heat and utilities, utilized in areas occupied or controlled by Lessor, on a square-foot and/or negotiated basis, pursuant to Paragraph 10.

9. ALTERATIONS: Lessee, without the written consent of Lessor, shall not make any material alteration in the premises which would substantially diminish the value of the leased property (except as otherwise permitted by this Lease) or would violate the terms of any policy of insurance in force with respect to the leased property.

10. UTILITIES AND TAXES: Lessee shall pay for its own garbage removal and telephone expenses and, in addition, shall pay all utility charges for electricity, heat, water, sewer, Metro charges, sprinkler system and other public utilities which shall be used in, or charged against, the leased premises during the period of Lessee's occupancy. Lessee will, at its own expense, maintain guard service during non-working hours for the Myrtle Street Properties and provide normal boiler inspection by an independent contractor. Lessor will compensate Lessee for all heat and utilities utilized in areas Lessor occupies or controls. If separate metering is not provided, then the parties agree to prorate such utility charges on a square foot and/or other negotiated basis.

11. TAXES: Lessor shall be responsible for all real estate taxes for 1983 and subsequent years.

12. INVOLUNTARY DAMAGE OR DESTRUCTION: If the buildings leased to Lessee are damaged or destroyed in whole or in substantial part rendering the premises wholly untenable, by reason of fire, the elements, or other casualty, this Lease shall terminate as of the date of the casualty. If said building(s) are partially so destroyed and Lessee within ten (10) days notifies Lessor that it is no longer economically feasible for it to continue its operations on the premises, then this Lease shall also terminate. In either case, Lessee shall be allowed a reasonable time to remove any of its personal property and equipment.

If the Lease does not so terminate and repairs are undertaken after such casualty, then such repair and rebuilding shall be pursued with reasonable diligence by Lessor in a temporary fashion satisfactory to Lessee, and if there is a substantial interference with the operation of Lessee's business requiring temporary suspension of its operations pending such repair and rebuilding, then the rent shall be equitably apportioned for the duration of such repairs in proportion to the extent to which there is interference with the operation of Lessee's business.

13. TERMINATION: Lessee may terminate this Lease at any time prior to March 15, 1983 by giving Lessor thirty (30) days' prior written notice and, on or after said date by giving ten (10) days' written notice. Lessee shall be entitled to a refund for any portion of its prepaid rental covering a period subsequent to such termination.



14. INSURANCE:

A. Lessor shall insure the buildings and mechanical systems utilized by Lessee for fire and extended risks, with a company acceptable to Lessee, to full market value as reasonably determined by Lessor, and shall maintain such insurance in effect during the term of this Lease. Said insurance shall name Lessee as an additional insured, shall contain a waiver of the insurer's rights of subrogation against Lessee, and shall provide for fifteen (15) days' notice of cancellation to Lessee. Lessor hereby releases Lessee, to the extent of Lessor's insurance coverage, from any liability for loss or damage caused by fire or any of the extended coverage casualties included in Lessor's insurance policies, even if such fire or other casualty should be brought about by the fault or negligence of Lessee, its employees or invitees, it being Lessor's intention to demolish said buildings. Evidence of such insurance shall be supplied to Lessee.

B. Lessee will at all times during the term of this Lease and any extension thereof, at its own cost and expense, maintain comprehensive general public liability insurance against claims for personal injury or property damage, with limits of at least One Million DOLLARS (\$1,000,000.00) for personal injury and Five Hundred Thousand DOLLARS (\$500,000.00) for property damage. Such policy shall name Lessor as an additional insured. Evidence of such insurance will be supplied to Lessor.

15. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises nor assign this Lease without the prior written consent of Lessor, which consent shall not unreasonably be withheld or delayed.

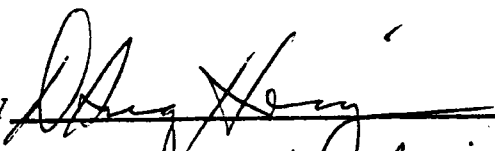
16. INDEMNIFICATION: Lessee agrees to defend, indemnify and hold Lessor harmless from any injury, including death, sustained by business guests or invitees of the Lessee, on the leased premises and the areas adjacent thereto, provided that the same were caused solely by the negligence of the Lessee or its employees. Lessor agrees to defend, indemnify and hold Lessee harmless from any injury, including death, sustained by the business guests or invitees of the Lessor on the leased premises or any of the Myrtle Street Properties thereinbefore conveyed to the Lessor by the Lessee, provided that the same were caused solely by the negligence of Lessor or its employees.

17. NOTICE: Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if personally delivered or sent by registered or certified mail, postage prepaid, and addressed to Lessor at P.O. Box 24067, 5209 East Marginal Way South, Seattle, Washington 98124, and to the Lessee, addressed to the General Manager, Real Estate Department, Continental Can Company, Inc., One Harbor Plaza, Stamford, Connecticut 06904, or at such other address as either party may designate to the other in writing from time to time.


19. WAIVER OR MODIFICATION: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease, together with any written agreements which shall have been executed contemporaneously herewith, shall constitute the entire rental agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not so contained.

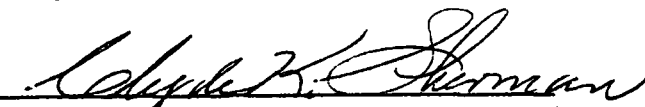
IN WITNESS WHEREOF, the parties hereto have signed duplicate originals of this Lease as of the day and year first above written.

CONTINENTAL CAN COMPANY, INC.

By   
Its Executive Vice President

MANSON CONSTRUCTION &  
ENGINEERING COMPANY

By   
Its Vice Pres

By   
Its Secretary

Portions of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter and of the abandoned beds of the Duwamish River lying within said Quarters, and of tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle according to plat recorded in Volume 21 of Plats, Page 65, in King County, Washington, and vacated South Orchard Street under ordinance No. 50034, more particularly described as follows:

Commencing at the South Quarter Section Corner of said Section 29; thence N 0°57'26" E along the center line of said Section 29 a distance of 1976.47 feet to a point on the North right of way line of South Othello Street as dedicated in said plat of Duwamish Industrial Addition and the South line of tract 18; thence N 89°58'57" W a distance of 477.56 feet along said right of way line to the Southwest Corner of tract 20 of said Duwamish Industrial Addition; thence N 20°44'33" W along the West line of said Tract 20 a distance of 234.98 feet to the South right of way line of South Garden Street; thence N 14°58'53" W a distance of 62.11 feet to the North right of way line of said South Garden Street, and the Southwest corner of said tract 23, and being the True Point of Beginning; thence due West on the extension of the South line of said Tract 23 a distance of 35.93 feet; thence N 32° 39' 30" W 380.00 feet; thence N 60° 33' 54" W, 16.60 feet; thence N 30° 14' 49" W, 132.00 feet; thence N 0° 00' 43" E, 18.29 feet to the South right of way line of South Myrtle Street; thence S 89° 59' 17" E along the South right of way line of South Myrtle Street, a distance of 572.76 feet to the Westerly right of way line of 7th Avenue South; thence S 00° 00' 43" W along the West line of 7th Avenue South a distance of 259.87 feet to the South right of way line of South Orchard Street and the North line of said tract 21; thence S 89° 58' 32" E along said right of way line a distance of 16.06 feet; thence due South 70.70 feet; thence due West 38.84 feet to a point here-in-after known as Point "A"; thence S 0° 03' 53" W, a distance of 129.70 feet to the North right of way line of South Garden Street and being the South line of said tract 23; thence due West along said right of way line and South line of Tract 23 a distance of 227.84 feet to the True Point of Beginning.

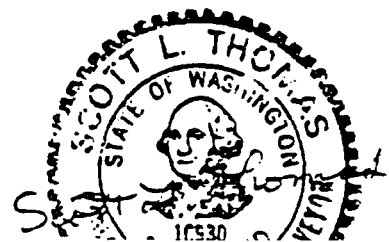
Containing 198727.85 square feet or 4.5622 acres.

Subject to an easement for purposes of controlling, maintaining, repairing and/or replacing water pipe lines, valves and appurtenances, for purposes of fire protection, over, under, through, and across that portion of said tract 22, described as follows:

Commencing at said Point "A"; thence South 0° 03' 53" West 28.90 feet to the Point of Beginning; thence continuing South 0° 03' 53" West 7.60 feet; thence North 89° 56' 07" West 19.15 feet; thence North 0° 03' 53" East 7.60 feet; thence South 89° 56' 07" East 19.15 feet to the Point of Beginning; together with the right of the Easterly adjacent owner to access necessary and related thereto. Said easement shall expire March 15, 1984 as recorded under Auditor's Fee No. 7403150412 records of King County, Washington

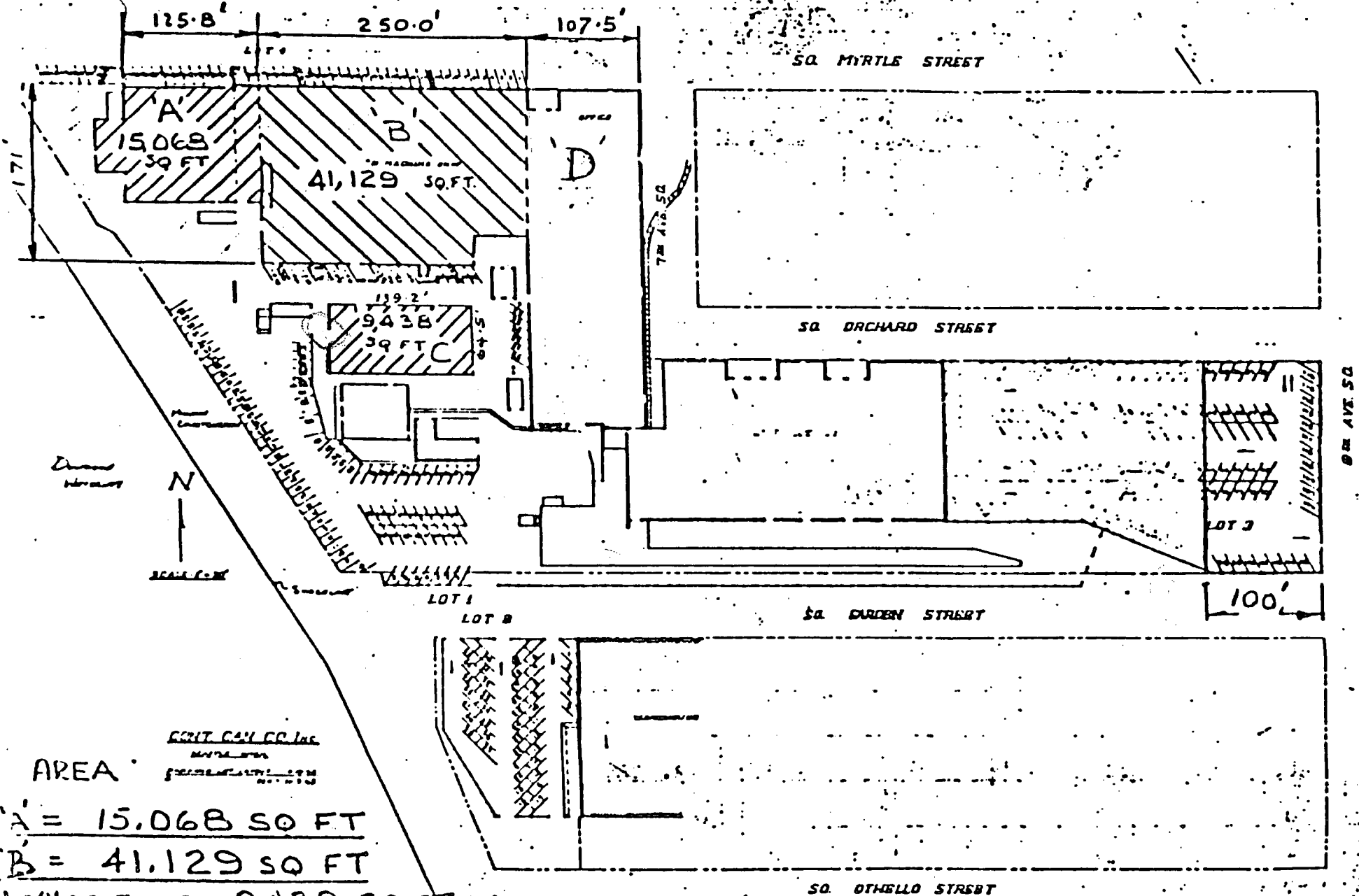
Bennett PS&E, Inc. Surveyors and Engineers P.O. Box 1031 Puyallup, Wa. 98371  
Puyallup: 845-8833 Seattle: 838-3474

EXHIBIT...A



# EXHIBIT D

6-24-82



AREA

A = 15,068 SQ FT

B = 41,129 SQ FT

1ST FLOOR = 9,438 SQ FT

2ND FLOOR = 7,128 SQ FT

TOTAL = 72,763 SQ FT

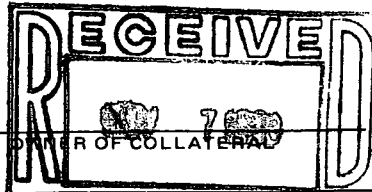
RAINIER NATIONAL BANK  
RECEIPT FOR COLLATERAL  
CUSTOMER COPY

DATE 11/4/83

OFFICE CBC Main Office

208394

RECEIVED THE FOLLOWING FROM



PLEGED FOR MANSON CONSTRUCTION &  
BORROWER  
ENGINEERING COMPANY

DESCRIPTION

ASSIGNED CORPORATE INSTALLMENT NOTE: By virtue of the "Note Purchase Agreement" dated July 22, 1983 whereas Rainier National Bank purchased the following;  
Note: Payable to Continental Can Company in the amount of \$2,000,000.00 dated 12/15/82. Maker Manson Construction & Engineering Company.  
Deed of Trust: Dated 12/15/82 Between Manson Construction & Engineering Co. GRANTOR Transamerica Title Insurance Co. TRUSTEE and Continental Can Company, Inc. BENEFICIARY.  
Recording #8212151345 on 12/15/82.

It is understood that the above described securities are deposited as collateral security subject to all the provisions of separate collateral agreement signed by the depositor in favor of the Bank. Securities deposited will receive the same care as the securities of this Bank. This Bank will not be responsible for loss of or damage to, any of the above described securities arising from any cause other than its own act or neglect, or the act or neglect of its officers or employees.

SIGNATURE OF OWNER OF COLLATERAL

ACCEPTED BY

AUTHORIZED SIGNATURE

DOLL 512 R9-77 (11108) CRC © M

CHECKED BY



**CONSTRUCTION & ENGINEERING COMPANY**

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850  
MAILING ADDRESS: P. O. BOX 24067 • SEATTLE, WASHINGTON 98124

November 26, 1985

Tempress, Inc.  
701 S. Orchard St.  
Seattle, Washington 98108

Attention: Mr. Ray Aspiri

Dear Ray:

In confirmation of our verbal agreements on November 25, 1985, we will proceed immediately with the transfer of title of the tunnel area on 7th Avenue of approximately 1160 square feet from Manson to Tempress.

As a second part of this agreement, it is agreed that Tempress will transfer title to Manson for the area on the north side of Garden Street from their existing property line to the building line and in addition, Tempress will relinquish access from their building to Garden Street for a lump sum payment by Manson to Tempress of \$7,000. In addition, Manson will fence the south line as required connecting to the fence at the east end of the Tempress property with a double gate.

As soon as the surveyors have completed the legal descriptions of the two areas, we will contact you for a final agreement on the areas to be transferred and pay Tempress \$7,000 upon filing the official property deeds.

Thank you for your consideration.

Very truly yours,

MANSON CONSTRUCTION & ENGINEERING CO.

Glenn A. Edwards  
Executive Vice President

GAE:wag



REAL ESTATE EXCISE TAX

CHAPTER 82.45 RCW  
CHAPTER 458-01 WAC

This form is your receipt when stamped by cashier. Pay by cash or certified check to County Treasurer.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ITEMS ① THROUGH ⑦ ARE FULLY COMPLETED

① SELLER GRANTOR	Name <u>Manson Construction &amp; Engineering Co.</u>	② BUYER GRANTEE	Name <u>Tempress, Inc.</u>
	Street <u>5209 E. Marginal Way S.</u>		Street <u>701 S. Orchard St.</u>
	City <u>Seattle</u> State <u>WA</u> Zip <u>98124</u>		City <u>Seattle</u> State <u>WA</u> Zip <u>98108</u>
③ NEW OWNER'S PERMANENT ADDRESS FOR ALL PROPERTY TAX RELATED CORRESPONDENCE	Name <u>Manson Construction &amp; Engineering Co.</u>	ALL TAX PARCEL NUMBERS <u>a portion of 213 620-0706-0</u>	
	Street <u>5209 E. Marginal Way S.</u>		
	City/State <u>Seattle, WA</u> Zip <u>98124</u>		

④ LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED \_\_\_\_\_ COUNTY ☐ OR IN CITY OF Seattle

See attached Exhibit A

⑤ Is the property currently:

Classified or designated as forest land? Chapter 84.33 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Classified as current use land (open space, farm and agricultural, Chapter 84.34 RCW or timber)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exempt from property tax under Chapter 84.36 RCW? (nonprofit organizations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Receiving special valuation as historic property under Chapter 449, Laws of 1985?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Type Property: ☒ land only ☐ land with new building  
☐ land with previously used building ☐ land with mobile home

SEE TAX OBLIGATIONS ON REVERSE SIDE

⑥ (1) NOTICE OF CONTINUANCE (RCW 84.33 or RCW 84.34)

If the new owner(s) of land that is classified or designated as current use or forest land wish(es) to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.108 shall be due and payable by the seller or transferor at the time of sale. To determine if the land transferred qualifies to continue classification or designation, the county assessor must be consulted. All new owners must sign.

This land ☐ does ☐ does not qualify for continuance. \_\_\_\_\_ DEPUTY ASSESSOR

DATE \_\_\_\_\_

(2) NOTICE OF COMPLIANCE (Chapter 449, Laws of 1985)

If the new owner(s) of property with special valuation as historic property wish(es) to continue this special valuation the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 449, Laws of 1985, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

⑦ Description of personal property if included in sale (furniture, appliances, etc.) none

If exemption claimed, explain n/a

Type of Document Statutory Warranty Deed  
Date of Sale or Conveyance July, 1986

Gross Sale Price 1/	\$ <u>10,048</u>
Personal Property (deduct) 2/	\$ _____
Taxable Sale Price	\$ <u>10,048</u>
Excise Tax State 3/	\$ <u>1.32%</u>
Local 4/	\$ _____
Delinquent Penalty 5/	\$ _____
Total Tax Due	\$ <u>132.63</u>

(SEE 1-5 ON REVERSE SIDE)

⑦ AFFIDAVIT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT (see #6 on reverse for penalties).

SIGNATURE: \_\_\_\_\_

NAME (print): \_\_\_\_\_

DATE & PLACE OF SIGNING: \_\_\_\_\_

SPECIFY (circle): grantor grantee/grantor's agent/grantee's agent

Address of residence or place of business of person signing (specify): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

⑧ The following optional questions are requested by RCW 82.45.120

Is property at the time of sale:

a. Subject to elderly, disability, or physical improvement exemption?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
b. Does building, if any, have a heat pump or solar heating or cooling system?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
c. Does this conveyance divide a current parcel of land?	1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>
d. Does sale include current crop or merchantable timber?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>

e. Does conveyance involve a trade, partial interest corporate affiliates, related parties, trust, receivership or an estate?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
f. Is the grantee acting as a nominee for a third party?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
g. Principal use:		
1 <input type="checkbox"/> agricultural	2 <input type="checkbox"/> condominium	3 <input type="checkbox"/> recreational
4 <input type="checkbox"/> apt (4+ units)	5 <input checked="" type="checkbox"/> industrial	6 <input type="checkbox"/> residential
7 <input type="checkbox"/> commercial	8 <input type="checkbox"/> mobile home	9 <input type="checkbox"/> timber

FOR TREASURER'S USE ONLY

Exhibit A

That portion of Parcel A of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Tracts 21 and 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the intersection of the centerline of Seventh Avenue So. (formerly FOX ST.) with the centerline of South Orchard Street (formerly RINES ST.) as dedicated in said plat; thence S 0° 00' 43" W, along the Southerly production of the centerline of said Seventh Avenue So., a distance of 25.00 feet to the North line of said Tract 21; thence N 89° 58' 32" W along the North line of said Tract 21 a distance of 8.94 feet to the True Point of Beginning; thence due South 70.70 feet; thence due West 16.075 feet to the East line of that certain parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0° 00' 43" E along said East line 70.707 feet to the North line of said Tract 21; thence S 89° 58' 32" E along the North line of said Tract 21 16.06 feet to the True Point of Beginning.



MANSON CONSTRUCTION & ENGINEERING CO. - SEATTLE, WA. 98134

30079

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
AC 3420		King Co. Treasurer-Real Estate Excise Tax - Seller: Manson, Buyer: Tempress, Inc. Parcel : a portion of 213 620-0706-0 RFP # 3517			
CHECK DATE	8-11-86	CHECK NUMBER	30079	TOTALS	132.63
					132.63

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A RED BACKGROUND - NOT A WHITE BACKGROUND



CONSTRUCTION & ENGINEERING CO.

P.O. BOX 24867

SEATTLE, WASHINGTON 98124

223-01 MA - NS - OC - E373NO



19-3/180  
1250

30079

DATE  
August 11, 1986

CHECK NO.  
30079

AMOUNT  
\$132.63

PAY  
TO THE  
ORDER  
OF

KING COUNTY TREASURER

Manson \$132.63

MANSON CONSTRUCTION & ENGINEERING CO.

BY *[Signature]*  
AUTHORIZED REPRESENTATIVE

THIS IS A SECURITY CHECK

⑈030079⑈ ⑆125000037⑆ 1800103739⑈

CBC Main Office • RAINIER NATIONAL BANK • Seattle, Washington



# Chicago Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Alison Moss  
Address 320 Grand Central Building  
216 - 1st Avenue South  
City, State, Zip Seattle, Washington 98104

## Statutory Warranty Deed

THE GRANTOR Tempress, Inc.

for and in consideration of \$10.00 and other good and valuable consideration

in hand paid, conveys and warrants to Manson Construction & Engineering Company

the following described real estate, situated in the County of King, State of Washington:

That portion of Parcel B of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Lots 9 and 10, Block 7 and portion of Tracts 21 & 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the Southeast Corner of said Block 7; thence due West along the South line of same (North margin of South Garden Street) a distance of 250.00 feet to an intersection with the East line of the West 10.00 feet of said Lot 9 and the True Point of Beginning; thence continuing due West along said North margin of South Garden Street 401.948 feet to an intersection with the East line of that certain Parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0 03' 53" E along said East line 5.00 feet; thence due East a distance of 401.929 feet to a point of intersection with the East line of the West 10.00 feet of said Lot 9; thence S 0 08' 57" E along said East line 5.00 feet to the True Point of Beginning.

Dated July 9, 19 86

By:

Ray Aspiri

Its President

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Ray Aspiri signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 19 86

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON

COUNTY OF King

On this 9th day of July, 19 86, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Ray Aspiri

and

to me known to be the President and Secretary, respectively, of Tempress, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Louise J. Fisher  
Notary Public in and for the State of Washington,  
residing at Seattle

KEITH W. DEARBORN, P.S.

ATTORNEYS AT LAW

August 14, 1986

AUG 15 1986

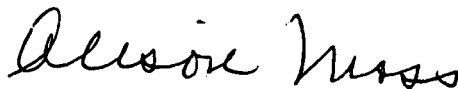
Dan Dolmseth  
Comptroller  
Manson Construction and  
Engineering  
5209 E. Marginal Way S.  
Post Office Box 24067  
Seattle, WA 98124

Ray Aspiri  
President  
Tempress, Inc.  
701 S. Orchard  
Seattle, WA 98108

Dear Messrs. Dolmseth and Aspiri:

I enclose copies of the executed statutory warranty deeds and the real estate excise tax affidavits in this transaction. The deeds were recorded on August 14, 1986 under King County Auditor Number 8608140854 (the deed for Manson to Tempress) and 8608140855 (the deed from Tempress to Manson). It was a pleasure being of service in this matter. If we can be of any further service, please let us know.

Sincerely,



Alison Moss

AM/js

Enclosure

cc: Wil Webb

SUITE 320 GRAND CENTRAL BUILDING

216 FIRST AVENUE SOUTH SEATTLE, WASHINGTON 98104

206 • 467-9709

# REAL ESTATE EXCISE TAX

CHAPTER 82.45 RCW  
CHAPTER 458-61 WAC

This form is your receipt when stamped  
by cashier. Pay by cash or certified  
check to County Treasurer.

LEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ITEMS ① THROUGH ⑦ ARE FULLY COMPLETED

① SELLER GRANTOR	Name <u>Tempress, Inc.</u>	② BUYER GRANTEE	Name <u>Manson Construction &amp; Engineering Co.</u>
	Street <u>701 S. Orchard St.</u>		Street <u>5209 E. Marginal Way S.</u>
	City <u>Seattle</u> State <u>WA</u> Zip <u>98108</u>		City <u>Seattle</u> State <u>WA</u> Zip <u>98124</u>
③ NEW OWNER'S PERMANENT ADDRESS FOR ALL PROPERTY TAX RELATED CORRESPONDENCE	Name <u>Manson Construction &amp; Engineering Co.</u>	ALL TAX PARCEL NUMBERS <u>a portion of 213 620-0380-0</u>	
	Street <u>5209 E. Marginal Way S.</u>		
	City/State <u>Seattle, WA</u> Zip <u>98124</u>		

④ LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED \_\_\_\_\_ COUNTY ☐ OR IN CITY OF Seattle

See attached Exhibit A

⑤ Is the property currently:

Classified or designated as forest land? Chapter 84.33 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Classified as current use land (open space, farm and agricultural, Chapter 84.34 RCW or timber)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exempt from property tax under Chapter 84.36 RCW? (nonprofit organizations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Receiving special valuation as historic property under Chapter 449, Laws of 1985?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Type Property: ☒ land only ☐ land with new building  
☐ land with previously used building ☐ land with mobile home

SEE TAX OBLIGATIONS ON REVERSE SIDE

⑥ (1) NOTICE OF CONTINUANCE (RCW 84.33 or RCW 84.34)

If the new owner(s) of land that is classified or designated as current use or forest land wish(es) to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.108 shall be due and payable by the seller or transferor at the time of sale. To determine if the land transferred qualifies to continue classification or designation, the county assessor must be consulted. All new owners must sign.

This land ☐ does ☐ does not qualify for continuance. \_\_\_\_\_ DEPUTY ASSESSOR

DATE \_\_\_\_\_

(2) NOTICE OF COMPLIANCE (Chapter 449, Laws of 1985)

If the new owner(s) of property with special valuation as historic property wish(es) to continue this special valuation the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 449, Laws of 1985, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

⑦ Description of personal property if included in sale (furniture, appliances, etc.) none

If exemption claimed, explain n/a

Type of Document Statutory Warranty Deed

Date of Sale or Conveyance July, 1986

Gross Sale Price 1/ \$ 10,048

Personal Property (deduct) 2/ \$ ---

Taxable Sale Price \$ 10,048

Excise Tax State 3/ } 1.32% \$ ---

Local 4/ } \$ ---

Delinquent Penalty 5/ \$ ---

Total Tax Due \$ 132.63

(SEE 1-5 ON REVERSE SIDE)

⑦ AFFIDAVIT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT (see #8 on reverse for penalties).

SIGNATURE: Alison Moss

NAME (print): ALISON MOSS

DATE & PLACE OF SIGNING: Seattle 7/15/86

SPECIFY (circle): grantor/grantee/grantor's agent grantee's agent

Address of residence or place of business of person signing (specify)

\_\_\_\_\_

\_\_\_\_\_

⑧ The following optional questions are requested by RCW 82.45.120

Is property at the time of sale:

a. Subject to elderly, disability, or physical improvement exemption?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
b. Does building, if any, have a heat pump or solar heating or cooling system?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
c. Does this conveyance divide a current parcel of land?	<input checked="" type="checkbox"/>	2 <input type="checkbox"/>
d. Does sale include current crop or merchantable timber?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>

e. Does conveyance involve a trade, partial interest corporate affiliates, related parties, trust, receivership or an estate?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
f. Is the grantee acting as a nominee for a third party?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
g. Principal use:		
1 <input type="checkbox"/> agricultural	2 <input type="checkbox"/> condominium	3 <input type="checkbox"/> recreation.
4 <input type="checkbox"/> apt (4+ units)	5 <input checked="" type="checkbox"/> industrial	6 <input type="checkbox"/> residential
7 <input type="checkbox"/> commercial	8 <input type="checkbox"/> mobile home	9 <input type="checkbox"/> timber

FOR TREASURER'S USE ONLY

Exhibit A

That portion of Parcel B of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Lots 9 and 10, Block 7 and portion of Tracts 21 & 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the Southeast Corner of said Block 7; thence due West along the South line of same (North margin of South Garden Street) a distance of 250.00 feet to an intersection with the East line of the West 10.00 feet of said Lot 9 and the True Point of Beginning; thence continuing due West along said North margin of South Garden Street 401.948 feet to an intersection with the East line of that certain Parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0 03' 53" E along said East line 5.00 feet; thence due East a distance of 401.929 feet to a point of intersection with the East line of the West 10.00 feet of said Lot 9; thence S 0 08' 57" E along said East line 5.00 feet to the True Point of Beginning.





# Chicago Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Alison Moss  
Address 320 Grand Central Building  
216 - 1st Avenue South  
City, State, Zip Seattle, Washington 98104

## Statutory Warranty Deed

THE GRANTOR Manson Construction & Engineering Company

for and in consideration of \$10.00 and other good and valuable consideration

in hand paid, conveyed and warrants to Tempress, Inc.

the following described real estate, situated in the County of King

State of Washington:

That portion of Parcel A of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Tracts 21 and 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the intersection of the centerline of Seventh Avenue So. (formerly FOX ST.) with the centerline of South Orchard Street (formerly RINES ST.) as dedicated in said plat; thence S 0° 00' 43" W, along the Southerly production of the centerline of said Seventh Avenue So., a distance of 25.00 feet to the North line of said Tract 21; thence N 89° 58' 32" W along the North line of said Tract 21 a distance of 8.94 feet to the True Point of Beginning; thence due South 70.70 feet; thence due West 16.075 feet to the East line of that certain parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0° 00' 43" E along said East line 70.707 feet to the North line of said Tract 21; thence S 89° 58' 32" E along the North line of said Tract 21 16.06 feet to the True Point of Beginning.

Dated August 11, 19 86

By: Glenn Edwards

Glenn Edwards

Its General Manager

STATE OF WASHINGTON

COUNTY OF King

ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Glenn Edwards signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of August, 19 86

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON

COUNTY OF King

ss.

On this 11th day of August, 19 86, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenn Edwards and

to me known to be the General Manager Secretary, respectively, of Manson Construction & Engineering Co. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Frances Gloria Zabnick  
Notary Public in and for the State of Washington,  
residing at Seattle

# REAL ESTATE EXCISE TAX

CHAPTER 82.45 RCW  
CHAPTER 458-01 WAC

This form is your receipt when stamped by cashier. Pay by cash or certified check to County Treasurer.

LEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ITEMS ① THROUGH ⑦ ARE FULLY COMPLETED

①	SELLER GRANTOR	Name <u>Manson Construction &amp; Engineering Co.</u> Street <u>5209 E. Marginal Way S.</u> City <u>Seattle</u> State <u>WA</u> Zip <u>98124</u>	②	BUYER GRANTEE	Name <u>Tempress, Inc.</u> Street <u>701 S. Orchard St.</u> City <u>Seattle</u> State <u>WA</u> Zip <u>98108</u>
③		NEW OWNER'S PERMANENT ADDRESS FOR ALL PROPERTY TAX RELATED CORRESPONDENCE		Name <u>Tempress, Inc.</u> Street <u>701 S. Orchard St.</u> City/State <u>Seattle, WA</u> Zip <u>98108</u>	
ALL TAX PARCEL NUMBERS <u>a portion of 213 620-0706-0</u>					

④ LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED \_\_\_\_\_ COUNTY ☐ OR IN CITY OF Seattle

See attached Exhibit A

⑤ Is the property currently:

Classified or designated as forest land? Chapter 84.33 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Classified as current use land (open space, farm and agricultural, Chapter 84.34 RCW or timber)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Exempt from property tax under Chapter 84.36 RCW? (nonprofit organizations)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Receiving special valuation as historic property under Chapter 449, Laws of 1985?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

Type Property: ☒ land only ☐ land with new building  
☐ land with previously used building ☐ land with mobile home

SEE TAX OBLIGATIONS ON REVERSE SIDE

⑥ (1) NOTICE OF CONTINUANCE (RCW 84.33 or RCW 84.34)

If the new owner(s) of land that is classified or designated as current use or forest land wish(es) to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.108 shall be due and payable by the seller or transferor at the time of sale. To determine if the land transferred qualifies to continue classification or designation, the county assessor must be consulted. All new owners must sign.

This land ☐ does ☐ does not qualify for continuance. \_\_\_\_\_ DEPUTY ASSESSOR

DATE \_\_\_\_\_

(2) NOTICE OF COMPLIANCE (Chapter 449, Laws of 1985)

If the new owner(s) of property with special valuation as historic property wish(es) to continue this special valuation the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 449, Laws of 1985, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

⑦ Description of personal property if included in sale (furniture, appliances, etc.) NONE

If exemption claimed, explain N/A

Type of Document Statutory Warranty Deed

Date of Sale or Conveyance July, 1986

Gross Sale Price 1/ \$ 10,048

Personal Property (deduct) 2/ \$ ---

Taxable Sale Price \$ 10,048

Excise Tax State 3/ } 1.32% \$ ---

Local 4/ } \$ ---

Delinquent Penalty 5/ \$ ---

Total Tax Due \$ 132.63

(SEE 1-5 ON REVERSE SIDE)

AFFIDAVIT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT (see #6 on reverse for penalties).

SIGNATURE: Alison Moss

NAME (print): ALISON MOSS

DATE & PLACE OF SIGNING: Seattle 8/14/86

SPECIFY (circle): grantor/grantee/grantor's agent/grantee's agent

Address of residence or place of business of person signing (specify)  
216 1st Ave So. Suite 320  
Seattle WA 98104

The following optional questions are requested by RCW 82.45.120

Is property at the time of sale:

a. Subject to elderly, disability, or physical improvement exemption?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
b. Does building, if any, have a heat pump or solar heating or cooling system?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
c. Does this conveyance divide a current parcel of land?	1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>
d. Does sale include current crop or merchantable timber?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>

e. Does conveyance involve a trade, partial interest corporate affiliates, related parties, trust, receivership or an estate?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
f. Is the grantee acting as a nominee for a third party?	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>
g. Principal use:		
1 <input type="checkbox"/> agricultural	2 <input type="checkbox"/> condominium	3 <input type="checkbox"/> recreation
4 <input type="checkbox"/> apt (4+ units)	5 <input checked="" type="checkbox"/> industrial	6 <input type="checkbox"/> residential
7 <input type="checkbox"/> commercial	8 <input type="checkbox"/> mobile home	9 <input type="checkbox"/> timber

FOR TREASURER'S USE ONLY

Exhibit A

That portion of Parcel A of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Tracts 21 and 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the intersection of the centerline of Seventh Avenue So. (formerly FOX ST.) with the centerline of South Orchard Street (formerly RINES ST.) as dedicated in said plat; thence S 0° 00' 43" W, along the Southerly production of the centerline of said Seventh Avenue So., a distance of 25.00 feet to the North line of said Tract 21; thence N 89° 58' 32" W along the North line of said Tract 21 a distance of 8.94 feet to the True Point of Beginning; thence due South 70.70 feet; thence due West 16.075 feet to the East line of that certain parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0° 00' 43" E along said East line 70.707 feet to the North line of said Tract 21; thence S 89° 58' 32" E along the North line of said Tract 21 16.06 feet to the True Point of Beginning.





**CONSTRUCTION & ENGINEERING COMPANY**

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850  
MAILING ADDRESS: P.O. BOX 24067 • SEATTLE, WASHINGTON 98124  
CONTRACTOR REGISTRATION NUMBER 223-01 MA-NS-OC-E373NO

August 15, 1986

Tempress, Inc.  
701 S. Orchard St.  
Seattle, Washington 98108

Attention: Mr. Ray Aspiri

Dear Ray:

We received in the mail today the executed Statutory Warranty Deeds and Real Estate Excise Tax Affidavits from Allison Moss. Accordingly, please find enclosed our check to Tempress for \$7,000, pursuant to Glenn's letter to you dated November 26, 1985.

Thank you for your assistance in getting this wrapped up.

Yours very truly,

MANSON CONSTRUCTION & ENGINEERING COMPANY

Daniel ~~D.~~ Dolmseth  
Comptroller

DD:gz

Encl.

010215

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
RFP# 3521 AC 710		Purchase-tunnel area on 7th Ave. Approx 1160 sq. ft.			
CHECK DATE	8-18-86	CHECK NUMBER	10215	TOTALS	7,000.00
			7,000.00		7,000.00

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



P.O. BOX 24067

SEATTLE WASHINGTON 98104

223-01 MA - NS - DC - ERTSNO



88-156  
531

010215

**CONSTRUCTION & ENGINEERING CO**

DATE \_\_\_\_\_

CHECK NO.

AMOUNT

August 18, 1986

\$7,000.00

Hanson \$7.000 and 00cts

**PAY**  
**TO THE**  
**ORDER**  
**OF**

TEMPRESS, INC.

701 S. Orchard St.  
Seattle, Washington 98108

**MANSON CONSTRUCTION & ENGINEERING CO**

BY \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

№010215№ 1:053101561: 7998515280№

SEAFIRST BANK • DISBURSEMENT ACCOUNT • FIRST UNION NATIONAL BANK • CHAPEL HILL, N.C.



**CONSTRUCTION & ENGINEERING COMPANY**

5208 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850  
MAILING ADDRESS: P. O. BOX 24067 • SEATTLE, WASHINGTON 98124

November 26, 1985

Tempress, Inc.  
701 S. Orchard St.  
Seattle, Washington 98108

Attention: Mr. Ray Aspiri

Dear Ray:

In confirmation of our verbal agreements on November 25, 1985, we will proceed immediately with the transfer of title of the tunnel area on 7th Avenue of approximately 1160 square feet from Manson to Tempress.

As a second part of this agreement, it is agreed that Tempress will transfer title to Manson for the area on the north side of Garden Street from their existing property line to the building line and in addition, Tempress will relinquish access from their building to Garden Street for a lump sum payment by Manson to Tempress of \$7,000. In addition, Manson will fence the south line as required connecting to the fence at the east end of the Tempress property with a double gate.

As soon as the surveyors have completed the legal descriptions of the two areas, we will contact you for a final agreement on the areas to be transferred and pay Tempress \$7,000 upon filing the official property deeds.

Thank you for your consideration.

Very truly yours,

MANSON CONSTRUCTION & ENGINEERING CO.

Glenn A. Edwards  
Executive Vice President

GAE:wag



# PRIORITY AGREEMENT

ORDER NO. A-34898

WHEREAS, the owners of the following described lands in KING County, State of Washington, to-wit:

PARCEL A;

Lots 1 to 5, inclusive, and the north half of Lot 6, Block 173, Seattle Tide Lands, in King County, Washington.

PARCEL B:

All Harbor Area in front of Lots 1, 2, 3, 4 and 5 and the north half of Lot 6, Block 173, Seattle Tide Lands, in King County, and bounded by the inner and outer lines and the produced side lines of said Block 173.

propose to erect thereon certain improvements and for the purpose of raising necessary funds have applied to  
Seafirst Mortgage Corporation

hereinafter called the Mortgage Company, for a mortgage loan in the principal sum of \$6,500,000

Six Million Five Hundred Thousand -----

Dollars,

to be secured by a first mortgage of said described premises, and WHEREAS, the Mortgage Company has applied to Tigor Title Insurance Company of California, hereinafter called the Title Company, for a policy of title insurance insuring the priority of lien of the said mortgage.

And WHEREAS, the undersigned has been employed to furnish materials or to perform labor or both thereof incident to the said improvements, for which the undersigned may have a statutory right of lien, and WHEREAS, the undersigned is desirous of the said mortgage loan being consummated.

NOW THEREFORE, in consideration of the premises and as an inducement to the Mortgage Company and to the Title Company to complete the said mortgage loan and to issue the said policy of title insurance, respectively, the undersigned does hereby agree that the lien of the proposed mortgage shall be and at all times remain prior, paramount and superior to any statutory right of lien that the undersigned may now have or hereafter acquire, whether for materials furnished or labor performed or for both thereof.

The Mortgage Company shall not be liable for any application of the proceeds of the said mortgage loan other than to pay the same to the order of the owners of said described premises. The Mortgage Company shall have the right at any time within four (4) months after the completion of the said improvements to make or procure to be made a new mortgage loan in a like sum, the proceeds thereof to be applied in satisfaction and discharge of the said mortgage, or to increase the amount of the said loan in any amount, provided only the net balance of proceeds of such increased mortgage loan after payment of the usual commissions and expenses and after full payment and discharge of the said prior mortgage loan shall be applied by the Mortgage Company in payment or in partial payment of any bill for materials or labor incurred in the construction of the said improvements, and any such new mortgage shall have the same priority as the original mortgage herein referred to.

Dated this 25th

day of March

19 86

### IMPORTANT NOTICE

If this agreement is executed in the name of a corporation, signature of authorized officers, such as president and secretary or vice-president and secretary is required. If in the name of a partnership, signature of at least one of partners is required.

General Contractor _____	By _____	Title _____
Architect _____	By _____	Title _____
Surveyor _____	By _____	Title _____
Excavation _____	By _____	Title _____
Lumber _____	By _____	Title _____
Concrete _____	By _____	Title _____
Plumbing _____	By _____	Title _____
Sheathing _____	By _____	Title _____
Masonry _____	By _____	Title _____
Electrical _____	By _____	Title _____
Roofing _____	By _____	Title _____
Heating _____	By _____	Title _____
Cabinets & Millwork _____	By _____	Title _____
Glass & Window Frames _____	By _____	Title _____
Plastering or Wallboard _____	By _____	Title _____
Insulation _____	By _____	Title _____
Flooring _____	By _____	Title _____
Hardware _____	By _____	Title _____
Ceramic Tile _____	By _____	Title _____
Counter Tops _____	By _____	Title _____
Floor Covering _____	By _____	Title _____
Painting _____	By _____	Title _____
Septic Tank _____	By _____	Title _____
Appliances _____	By _____	Title _____
Taping and Texturing _____	By _____	Title _____
Doors _____	By _____	Title _____
Concrete Block _____	By _____	Title _____
Fireplace _____	By _____	Title _____
Manson Construction _____	By <u>Daniel P. Smith</u>	Title <u>SECRETARY</u>
_____	By _____	Title <u>CONTRACTOR</u>

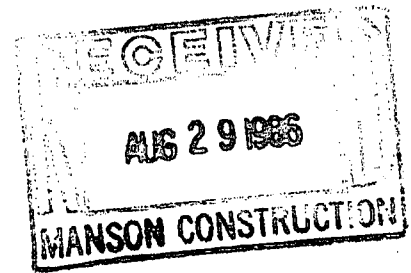


KEITH W. DEARBORN, P.S.

ATTORNEYS AT LAW

*April 2*

August 28, 1986



Dan Dolmseth  
Comptroller  
Manson Construction and  
Engineering  
5209 E. Marginal Way S.  
Post Office Box 24067  
Seattle, WA 98124

Dear Mr. Dolmseth:

I enclose the original recorded Statutory Warranty Deed in  
your transaction with Tempres, Inc.

Sincerely,

*Alison Moss*  
Alison Moss

AM/js

Enclosure

cc: Wil Webb

SUITE 320 GRAND CENTRAL BUILDING

216 FIRST AVENUE SOUTH SEATTLE, WASHINGTON 98104

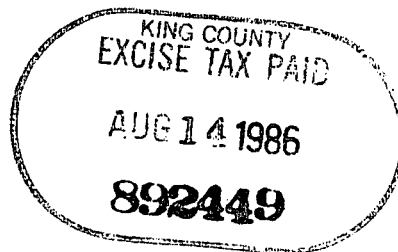
206 • 467-9709



# Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE:



WHEN RECORDED RETURN TO

Name Alison Moss  
Address 320 Grand Central Building  
216 - 1st Avenue South  
City, State, Zip Seattle, Washington 98104

86/08/14 #0855 E  
RECD F 5.00  
CASHSL \*\*\*\*\*5.00

## Statutory Warranty Deed

THE GRANTOR Tempress, Inc.

for and in consideration of \$10.00 and other good and valuable consideration

in hand paid, conveys and warrants to Manson Construction & Engineering Company

the following described real estate, situated in the County of King, State of Washington:

That portion of Parcel B of City of Seattle Lot Boundary Adjustment #8600523, recorded under King County Auditor's File No. 8606171413, more particularly described as follows:

That portion of Lots 9 and 10, Block 7 and portion of Tracts 21 & 22, DUWAMISH INDUSTRIAL ADDITION to the City of Seattle, according to the plat recorded in Volume 21 of Plats, page 65, records of King County, Washington, described as follows:

Beginning at the Southeast Corner of said Block 7; thence due West along the South line of same (North margin of South Garden Street) a distance of 250.00 feet to an intersection with the East line of the West 10.00 feet of said Lot 9 and the True Point of Beginning; thence continuing due West along said North margin of South Garden Street 401.948 feet to an intersection with the East line of that certain Parcel "C" conveyed to Manson Const. & Engr. under King County Auditor's File No. 8212151344; thence N 0 03' 53" E along said East line 5.00 feet; thence due East a distance of 401.929 feet to a point of intersection with the East line of the West 10.00 feet of said Lot 9; thence S 0 08' 57" E along said East line 5.00 feet to the True Point of Beginning.

Dated July 9, 19 86

By:

Ray Aspiri  
Its President

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 19 86

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON

COUNTY OF King

On this 9th day of July, 19 86, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Ray Aspiri  
and Tempress, Inc.  
to me known to be the President and Secretary respectively, of Tempress, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Louise J. Fisher  
Notary Public in and for the State of Washington, residing at Seattle

*Manson*  
*Copy*

SPECIAL WARRANTY DEED  
(CORPORATE FORM)

THE GRANTOR, CONTINENTAL CAN COMPANY, INC., a Delaware Corporation, authorized to transact business in the State of Washington (formerly Continental Can Company, Inc., a New York corporation, and thereafter a division of The Continental Group, Inc., a New York Corporation), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, warrants an indefeasible fee simple title and sells and conveys to MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington Corporation, that certain real property, situated in the County of King, State of Washington, more particularly described on Exhibit One, attached hereto and made a part hereof:

[See Exhibit One for Legal Description]

together with improvements on said parcels and the building mechanical systems therein (all on a where-is, as-is basis, without representations of any kind by Grantor as to condition), BUT EXCLUDING all personal property and equipment used in connection with Grantor's plant or presently located on the property.

SUBJECT TO: Easements, covenants, reservations and restrictions of record, including, but not limited to, easements recorded under auditor's file Nos. 1190290, 2175925, 3177203, 740315-0412 (this easement expires March 15, 1984); Covenant Nos. 2733395, 820813-0666, 821210-0106 and 821210-017; right of public to make necessary cuts and fills as per Plat of Duwamish Industrial Addition to the City of Seattle; plus encroachments disclosed by survey recorded under Filing No. 8204169001, and spelled out in Transamerica Title Insurance Policy No. 647048.



The Grantor, for itself and for its successors in interest, does by these presents, expressly limit the covenants of the deed to those herein expressed and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated June 16, 1982, and conditioned for the conveyance of the above-described property.

CONTINENTAL CAN COMPANY, INC.,  
a Delaware Corporation

By *Alvin H. King*  
*Executive Vice President*  
By *Stephen Bernas*  
*Secretary*

*Connecticut*  
STATE OF ~~WASHINGTON~~ )  
*Fairfield* ) ss.  
COUNTY OF ~~KING~~ )

On this 10<sup>th</sup> day of December, 1982, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, *Connecticut*, duly commissioned and sworn, personally appeared *D. L. Horvath* and *Stephen Bernas*, to me known to be the *Executive Vice* President and        Secretary, respectively, of Continental Can Company, Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that *they are* authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*Elizabeth J. Listner*  
NOTARY PUBLIC, in and for the State of ~~Washington~~, *Connecticut*, residing at         
ELIZABETH J. LISTNER  
Commissioner of Deeds  
for the STATE of CONNECTICUT  
Resident in the State of New York  
My Commission Expires October 9, 1985

DESCRIPTION:

Parcel A:

Lots 1 through 5, inclusive, in Block 7, ALL in the Plat of Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying within the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 24 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the centerline of said Section 29, a distance of 2256.41 feet to a point on the North right-of-way line of South Garden Street; thence due East along said right-of-way, a distance of 298.28 feet, and the true point of beginning; thence North 0°08'57" West along said right-of-way line to the South right-of-way line of South Orchard Street, a distance of 200.14 feet; thence North 89°58'32" West along said right-of-way line, a distance of 100.00 feet; thence South 0°08'57" East to the North right-of-way line of South Garden Street, a distance of 200.18 feet; thence due East along said right-of-way line to the true point of beginning, a distance of 100.00 feet;

Situate in the County of King, State of Washington and containing 20,016.18 square feet or 0.4595 acres.

Parcel B:

Portions of the abandoned beds of the Duwamish River lying within the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 24 North, Range 4 East, W.M., AND of Tracts 19 and 20 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, and being more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the center line of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition; thence North 89°58'57" West along said North right-of-way line, a distance of 477.56 feet to the Southwest corner of said Tract 20 and the true point of beginning of this parcel description; thence North 20°44'33" West, 144.63 feet; thence due North 84.50 feet to the South right-of-way line of South Garden Street and the North line of said Tracts 19 and 20;

- continued -

Exhibit One to  
Special Warranty Deed

Description - Parcel B - (continued):

thence due East along the said right-of-way line, 131.89 feet, to a point on a line 700.00 feet West of and parallel with the East line of Tract 17 of said Duwamish Industrial Addition; thence South 0°08'57" East, 219.78 feet to the North right-of-way line of South Othello Street and the South line of said Tract 20; thence North 89°58'57" West, 81.24 feet along said right-of-way line of the true point of beginning;

Situate in the County of King, State of Washington and containing 25,582.99 square feet or 0.5873 acres.

Parcel C:

Portions of the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 AND of the abandoned beds of the Duwamish River lying within said Quarters, AND of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, AND vacated South Orchard Street under Ordinance No. 50034, more particularly described as follows:

Beginning at the South 1/4 section corner of said Section 29; thence North 0°57'26" East along the centerline of said Section 29, a distance of 1976.47 feet to a point on the North right-of-way line of South Othello Street, as dedicated in said plat of Duwamish Industrial Addition and the South line of Tract 18; thence North 89°58'57" West, a distance of 477.56 feet along said right-of-way line to the Southwest corner of Tract 20 of said Duwamish Industrial Addition; thence North 20°44'33" West along the West line of said Tract 20, a distance of 234.98 feet to the South right-of-way line of South Garden Street; thence North 14°58'53" West, a distance of 62.11 feet to the North right-of-way line of said South Garden Street, and the Southwest corner of said Tract 23, and being the true point of beginning; thence due West on the extension of the South line of said Tract 23, a distance of 35.93 feet; thence North 32°39'30" West 380.00 feet; thence North 60°33'54" West, 16.60 feet; thence North 30°14'49" West, 132.00 feet; thence North 0°00'43" East, 18.29 feet to the South right-of-way line of South Myrtle Street; thence South 89°59'17" East along the South right-of-way line of South Myrtle Street, a distance of 572.76 feet to the Westerly right-of-way line of 7th Avenue South; thence South 00°00'43" West along the West line of 7th Avenue South, a distance of 259.87 feet to the South right-of-way line of South Orchard Street and the North line of said Tract 21;

- continued -

Exhibit One To  
Special Warranty Deed

thence South 89°58'32" East along said right-of-way line, a distance of 16.06 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23;  
thence due West along said right-of-way line and the South line of Tract 23, a distance of 227.84 feet to the true point of beginning;

Situate in the County of King, State of Washington and containing 198,727 square feet or 4.5622 acres;

TOGETHER WITH a perpetual easement for rail ingress and egress under, over, through and along the Southerly 8 feet of the following described property: Lot 9 and Lot 10, Block 7, AND that portion vacated by City of Seattle Ordinance No. 66185, and of Tracts 21, 22 and 23 of the Duwamish Industrial Addition to the City of Seattle, as per plat recorded in Volume 21 of Plats, on page 65, records of King County, lying Easterly of the following described line:

Beginning at the intersection of the centerline of 7th Avenue South with the centerline of South Orchard Street, as dedicated in said plat;  
thence South 0°00'43" West 25.00 feet to the point of beginning on the North line of said Tract 21;  
thence North 89°58'32" West along said North line, 8.54 feet;  
thence due South 70.70 feet;  
thence due West 38.84 feet to a point hereinafter known as Point A;  
thence South 0°03'53" West, a distance of 129.70 feet to the North right-of-way line of South Garden Street, and being the South line of said Tract 23 and terminus of said line;

AND TOGETHER WITH an easement for a single track which crosses Lot 20 Block 8 of said Duwamish Industrial Addition in accordance with the provisions and the Blueprint in that certain easement recorded under King County Auditor's File No. 2733395;

All situate in the County of King, State of Washington.

Exhibit One To  
Special Warranty Deed

Robert F. Ludemann  
General Manager  
Real Estate Department

August 18, 1982

Mr. Richard W. Buchanan, Esq.  
LeGros, Buchanan, Paul & Whitehead  
2910 Seattle-First National Bank Building  
Seattle, Washington 98154

RE: CONTINENTAL CAN COMPANY - SALE  
OF MYRTLE STREET PROPERTIES TO  
MANSON CONSTRUCTION COMPANY  
YOUR FILE #15677  
UFS: 13-31(6)

Dear Mr. Buchanan:

Please find enclosed a copy of the Schedule of Direct  
Reduction-Loan for the \$2,000,000 P.M. Mortgage  
Continental will take back at closing.

I have been advised by Al Krueger, today that Mike Tierney,  
Plant Manager, will give notice of lease termination to  
Royal (tenant in building). The other two leases are for  
parking lots that are now being leased to Manson.

I am anxious to hear good news shortly on the signatures  
for the Whitehead property.

Very truly yours,



Robert F. Ludemann

RFL:ds  
Encls.

cc: A. J. Krueger - Encl.  
R. L. Croiter - "

# Schedule of Direct Reduction Loan



**FINANCIAL  
PUBLISHING  
COMPANY**  
82 Brookline Avenue  
Boston, Massachusetts 02215  
(617) 262-4040

ANNUAL % RATE	PAYMENT \$	LOAN \$	TERM: YEARS	MONTHS	PERIODS
14.000	37,430.03	2000,000.00	7		84

PAY'T NO.	DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
1		23,333.33	14,146.70	1985,853.30	61		9,107.28	28,372.75	752,250.
2		23,168.29	14,311.74	1971,541.56	62		8,776.26	28,703.77	723,547.
3		23,001.32	14,478.71	1957,062.85	63		8,441.38	29,038.65	694,508.
4		22,832.40	14,647.63	1942,415.22	64		8,102.60	29,377.43	665,131.
5		22,661.51	14,818.52	1927,596.70	65		7,759.86	29,720.17	635,410.
6		22,488.63	14,991.40	1912,605.30	66		7,413.13	30,066.90	605,344.
7		22,313.73	15,166.30	1897,439.00	67		7,062.35	30,417.68	574,926.
8		22,136.79	15,343.24	1882,095.76	68		6,707.47	30,772.56	544,153.
9		21,957.78	15,522.25	1866,573.51	69		6,348.46	31,131.57	513,022.
10		21,776.69	15,703.34	1850,870.17	70		5,985.26	31,494.77	481,527.
11		21,593.49	15,886.54	1834,983.63	71		5,617.82	31,862.21	449,665.
12		21,408.14	16,071.89	1818,911.74	72		5,246.09	32,233.94	417,431.
13		21,220.64	16,259.39	1802,652.35	73		4,870.03	32,610.00	384,821.
14		21,030.94	16,449.09	1786,203.26	74		4,489.58	32,990.45	351,830.
15		20,839.04	16,640.99	1769,562.27	75		4,104.69	33,375.34	318,455.
16		20,644.89	16,835.14	1752,727.13	76		3,715.31	33,764.72	284,690.
17		20,448.48	17,031.55	1735,695.58	77		3,321.39	34,158.64	250,532.
18		20,249.78	17,230.25	1718,465.33	78		2,922.87	34,557.16	215,974.
19		20,048.76	17,431.27	1701,034.06	79		2,519.71	34,960.32	181,014.
20		19,845.40	17,634.63	1683,399.43	80		2,111.84	35,368.19	145,646.
21		19,639.66	17,840.37	1665,559.06	81		1,699.21	35,780.82	109,865.
22		19,431.52	18,048.51	1647,510.55	82		1,281.77	36,198.26	73,667.
23		19,220.96	18,259.07	1629,251.48	83		859.45	36,620.58	37,046.
24		19,007.93	18,472.10	1610,779.38	84		432.21	37,046.80	.
25		18,792.43	18,687.60	1592,091.78	FINAL PAYMENT: 37,479.01 -				
26		18,574.40	18,905.63	1573,186.15					
27		18,353.84	19,126.19	1554,059.96					
28		18,130.70	19,349.33	1534,710.63					
29		17,904.96	19,575.07	1515,135.56					
30		17,676.58	19,803.45	1495,332.11					
31		17,445.54	20,034.49	1475,297.62					
32		17,211.81	20,268.22	1455,029.40					
33		16,975.34	20,504.69	1434,524.71					
34		16,736.12	20,743.91	1413,780.80					
35		16,494.11	20,985.92	1392,794.88					
36		16,249.27	21,230.76	1371,564.12					
37		16,001.58	21,478.45	1350,085.67					
38		15,751.00	21,729.03	1328,356.64					
39		15,497.49	21,982.54	1306,374.10					
40		15,241.03	22,239.00	1284,135.10					
41		14,981.53	22,498.45	1261,636.65					
42		14,719.09	22,760.94	1238,875.71					
43		14,453.55	23,026.48	1215,849.23					
44		14,184.91	23,295.12	1192,554.11					
45		13,913.13	23,566.90	1168,987.21					
46		13,638.18	23,841.35	1145,145.86					
47		13,360.03	24,120.00	1121,025.86					
48		13,078.63	24,401.40	1096,623.46					
49		12,793.95	24,686.08	1071,937.38					
50		12,505.94	24,974.09	1046,963.29					
51		12,214.58	25,265.45	1021,698.84					
52		11,919.81	25,560.22	996,138.62					
53		11,621.61	25,858.42	970,279.70					
54		11,319.93	26,160.10	944,119.60					
55		11,014.73	26,465.30	917,654.30					
56		10,705.97	26,774.06	890,880.24					
57		10,393.60	27,086.43	863,793.81					
58		10,077.50	27,402.44	836,391.37					
59		9,757.90	27,722.13	808,669.24					
60		9,434.47	28,045.56	780,623.68					

TOTAL INTEREST:

1146301.50

TOTAL PRINCIPAL: 2000000.00



20.00



TRANSAMERICA TITLE  
INSURANCE COMPANY

384

THIS SPACE RESER

RS

Filed for Record at Request of

RECORDED

VOL 5124

PAGE 353

Deeds

REQUEST OF

Name Airport Realty, Inc.

1968 AUG 2 PM 1 56

Address 1207 So. Bailey Street

City and State Seattle, Washington 98108

BERT A. MORRIS AUDITOR  
KING COUNTY WASH.  
DEPUTY



Form 467- 1-REV

## Statutory Warranty Deed

THE GRANTORS

(b) (6)

and in consideration of Twenty Thousand (\$20,000.00) Dollars

in hand paid, conveys and warrants to MANSON CONSTRUCTION & ENGINEERING COMPANY

the following described real estate, situated in the County of King  
Washington:

### PARCEL "A":

That portion of the abandoned bed of the Duwamish River lying in the Northwest Quarter of the Southwest Quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, more fully described as follows:

Beginning at the intersection of the Easterly right of way line of the Commercial Waterway District No. 1 with the South line of Myrtle Street as Deeded to the City of Seattle by Deed recorded under Auditor's File No. 833369 produced Westerly; thence South 89°59'17" East along said line produced 228.47 feet; thence South 43°32'17" East parallel with said right of way line 247 feet; thence Southerly to a point on said right of way which is South 43°32'00" East 557.00 feet from the point of beginning; thence North 43°32'00" West 557.00 feet to the point of beginning.

### PARCEL "B":

That portion of the abandoned beds of the Duwamish River lying in the Northwest Quarter of the Southwest Quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 29; thence North 0°57'26" East along the line between said Quarter Corner and the Center of said Section 29, a distance of 1976.47 feet to a point on the North right of way line of Othello Street, as dedicated in plat of Duwamish Industrial Addition, according to the plat recorded in Volume 21 of Plats, page 65, in King County, Washington; thence North 89°58'57" West along said North right of way line 477.56 feet to the Southwest Corner of Tract 20 of said plat; thence South 20°44'33" EAST to the centerline of Othello Street extended Westerly; and the true point of beginning; thence South 20°44'33" East 25.73 feet to the Northwest Corner of Tract 16 of said plat; thence South 10°03'29" West 38.93 feet to the Easterly right of way line of Commercial Waterway District No. 1 and the most Westerly Corner of Tract 16; thence North 49°00'00" West along said Easterly Right of way line 65.71 feet to a point of intersection of Commercial Waterway District No. 1 Right of way lines; thence continuing along said Easterly right of way line North 43°32'00" West to the Center line of Othello Street extended Westerly; thence Easterly along said Center line 68.75 feet to the true point of beginning.

STATE OF WASHINGTON

By R. WILLIAMS Deputy  
KING COUNTY TREAS.

County of King

(b) (6)

On this day personally appeared before me

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

31st

day of

July

, 19 68.

*Shadwick Halliday*  
Notary Public in and for the State of Washington,  
residing at Seattle.

Filed for Record Aug 2, 1968 157 P



# POLICY OF TITLE INSURANCE

*Providing direct title services or referral  
services throughout the United States and  
the territory of Guam.*

PN TI

Pioneer National  
Title Insurance Company

Home Office  
433 South Spring Street  
Los Angeles, California 90054





# Pioneer National Title Insurance Company

HOME OFFICE  
433 South Spring Street  
Los Angeles, California 90054

## SCHEDULE B GENERAL EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements not disclosed by the public records; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water or electricity.
2. Exceptions and reservations in United States Patents: right of use, control or regulation by the United States of America in the exercise of powers over navigation; limitation by law or governmental regulation with respect to subdivision, use, enjoyment or occupancy; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.

## CONDITIONS AND STIPULATIONS

1. The Company shall have the right to, and will, at its own expense, defend the insured with respect to all demands and legal proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior to the date hereof and is not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying the amount of this policy in full. In case any such demand shall be asserted or any such legal proceedings shall be instituted the insured shall at once give notice thereof in writing to the Company at its home office and, if the insured is a party to such legal proceedings, secure to the Company, within ten days after service of first process upon the insured, the right to defend such legal proceedings in the name of the insured so far as necessary to protect the insured, and the insured shall render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the Company with regard to the subject matter of such demand or legal proceedings, and any expense incident thereto, shall terminate; provided, however, that failure to give such notice shall in no case prejudice the claim of the insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

2. In the event of final judicial determination by a court of competent jurisdiction, under which the estate, lien or interest insured is defeated or impaired by reason of any adverse interest, lien or encumbrance not set forth or excepted herein, claim may be made as herein provided. A statement in writing of any loss or damage, for which it is claimed the Company is liable, shall be furnished to the Company at its home office within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue with respect thereto until thirty days after such statement shall have been furnished and no recovery shall be had unless an action

shall have been commenced thereon within one year after the expiration of said thirty days. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

3. The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. Every payment made by the Company, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder, shall reduce the liability of the Company by the amount paid. The liability of the Company shall in no case exceed the actual loss of the insured and costs which the Company is obligated to pay. When the Company shall have paid a claim hereunder it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall transfer all such rights to the Company. If the payment made by the Company does not cover the loss of the insured, such subrogation shall be proportionate. Whenever the Company shall be obligated to pay a claim under the terms of this policy by reason of a defect in the title to a portion of the area described herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect, unless liability is otherwise specifically segregated herein. If this policy insures the lien of a mortgage, and claim is made hereunder, the Company may pay the entire indebtedness and thereupon the insured shall assign to the Company the mortgage and the indebtedness secured thereby, with all instruments evidencing or securing the same, and shall convey to the Company any property acquired in full or partial satisfaction of the indebtedness, and all liability of the Company shall thereupon terminate. If a policy insuring the lien

of a mortgage is issued simultaneously with this policy and for simultaneous issue premium as provided in rate schedule, any payment by the Company on said mortgage policy with respect to the real estate described in Schedule A hereof shall reduce pro tanto the liability under this policy. All actions or proceedings against the Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against the Company with respect to services rendered in connection with the issuance of this policy, are merged herein and shall be enforceable only under the terms, conditions and limitations of this policy.

4. The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage shown in Item 3 of Schedule A, (2) any owner or successor in ownership of any such indebtedness who acquires title to the real estate described in Item 4 of Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality which insures or guarantees said indebtedness or any part thereof, and (4) any person or corporation deriving an estate of interest in said real estate as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "date hereof": the exact day, hour and minute specified in Schedule A; (d) "public records": records which, under the recording law, impart constructive notice with respect to said real estate; (e) home office: the office of the Company at the address shown hereon; (f) "mortgage": mortgage, deed of trust, trust deed, or other security instrument described in Schedule A.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the *number of this policy* and shall be addressed to it at the office which issued this policy or to its Home Office, Claims Department, 433 South Spring Street, Los Angeles, California 90054.



## POLICY OF TITLE INSURANCE

ISSUED BY

# Pioneer National Title Insurance Company

a California corporation, herein called the Company, for a valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in items 2 of Schedule A; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown in Schedule B; or
3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, of any lien or encumbrance not shown in Schedule B;

provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured.

The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

*In Witness Whereof*, Pioneer National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the effective date of this policy.

Pioneer National Title Insurance Company

by *George B. Garber*  
PRESIDENT

Countersigned:

Attest: *Richard H. Bonlett*  
SECRETARY

By

*Darwin J. Thompson*

Validating Signatory

NUMBER : B-859579  
DATE : AUGUST 5, 1968 AT 8:00 A.M.  
AMOUNT : \$20,000.00  
PREMIUM: \$108.00

WLTA

SCHEDULE A

1. INSURED

MANSON CONSTRUCTION & ENGINEERING COMPANY

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN THE NAMED INSURED

3. ESTATE, LIEN OR INTEREST INSURED

FEE SIMPLE ESTATE

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED  
PARCEL "A":

THAT PORTION OF THE ABANDONED BED OF THE DUWAMISH RIVER LYING IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE COMMERCIAL WATERWAY DISTRICT NO. 1 WITH THE SOUTH LINE OF MYRTLE STREET AS DEEDED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 833369 PRODUCED WESTERLY; THENCE SOUTH 89°59'17" EAST ALONG SAID LINE PRODUCED 228.47 FEET; THENCE SOUTH 43°32'17" EAST PARALLEL WITH SAID RIGHT OF WAY LINE 247 FEET; THENCE SOUTHERLY TO A POINT ON SAID RIGHT OF WAY WHICH IS SOUTH 43°32'00" EAST 557.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 43°32'00" WEST 557.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

THAT PORTION OF THE ABANDONED BEDS OF THE DUWAMISH RIVER, LYING IN THE SOUTHWEST QUARTER OF SECTION 29 TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 0°57'26" EAST ALONG THE LINE BETWEEN SAID QUARTER CORNER AND THE CENTER OF SAID SECTION 29, A DISTANCE OF 1976.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OTHELLO STREET, AS DEDICATED IN PLAT OF DUWAMISH INDUSTRIAL ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON; THENCE NORTH 89°58'57" WEST ALONG SAID NORTH RIGHT OF WAY LINE 477.56 FEET TO THE SOUTHWEST CORNER OF TRACT 20 OF SAID PLAT; THENCE SOUTH 20°44'33" EAST TO THE

CENTERLINE OF OTHELLO STREET EXTENDED WESTERLY; AND THE TRUE POINT OF BEGINNING; THENCE SOUTH  $20^{\circ}44'33''$  EAST 25.73 FEET TO THE NORTHWEST CORNER OF TRACT 16 OF SAID PLAT; THENCE SOUTH  $10^{\circ}03'29''$  WEST 38.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COMMERCIAL WATERWAY DISTRICT NO. 1 AND THE MOST WESTERLY CORNER OF TRACT 16; THENCE NORTH  $49^{\circ}00'00''$  WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 65.71 FEET TO A POINT OF INTERSECTION OF COMMERCIAL WATERWAY DISTRICT NO. 1 RIGHT OF WAY LINES; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH  $43^{\circ}32'00''$  WEST TO THE CENTER LINE OF OTHELLO STREET EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID EXTENDED CENTERLINE 68.75 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE B

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

GENERAL EXCEPTIONS

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 3 INCLUSIVE ON THE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS

NONE.

...END OF SCHEDULE B...



## CONDITIONS AND STIPULATIONS

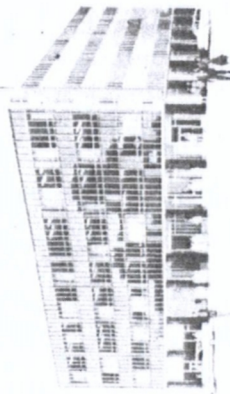
1. The Company shall have the right to, and will, at its own expense, defend the insured with respect to all demands and legal proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior to the date hereof and is not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying the amount of this policy in full. In case any such demand shall be asserted or any such legal proceedings shall be instituted the insured shall at once give notice thereof in writing to the Company at its home office and, if the insured is a party to such legal proceedings, secure to the Company, within ten days after service of first process upon the insured, the right to defend such legal proceedings in the name of the insured so far as necessary to protect the insured, and the insured shall render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the Company with regard to the subject matter of such demand or legal proceedings, and any expense incident thereto, shall terminate; provided, however, that failure to give such notice shall in no case prejudice the claim of the insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

2. In the event of final judicial determination by a court of competent jurisdiction, under which the estate, lien or interest insured is defeated or impaired by reason of any adverse interest, lien or encumbrance not set forth or excepted herein, claim may be made as herein provided. A statement in writing of any loss or damage, for which it is claimed the Company is liable, shall be furnished to the Company at its home office within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue with respect thereto until thirty days after such statement shall have been furnished and no recovery shall be had unless an action shall have been commenced thereon within one year after the expiration of said thirty days. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

3. The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. Every payment made by the Company, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder, shall reduce the liability of the Company by the amount paid. The liability of the Company shall in no case exceed the actual loss of the insured and costs which the Company is obligated to pay. When the Company shall have paid a claim hereunder it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall transfer all such rights to the Company. If the payment made by the Company does not cover the loss of the insured, such subrogation shall be proportionate. Whenever the Company shall be obligated to pay a claim under the terms of this policy by reason of a defect in the title to a portion of the area described herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect, unless liability is otherwise specifically segregated herein. If this policy insures the lien of a mortgage, and claim is made hereunder, the Company may pay the entire indebtedness and thereupon the insured shall assign to the Company the mortgage and the indebtedness secured thereby, with all instruments evidencing or securing the same, and shall convey to the Company any property acquired in full or partial satisfaction of the indebtedness, and all liability of the Company shall thereupon terminate. If a policy insuring the lien of a mortgage is issued simultaneously with this policy and for simultaneous issue premium as provided in rate schedule, any payment by the Company on said mortgage policy with respect to the real estate described in Schedule A hereof shall reduce pro tanto the liability under this policy. All actions or proceedings against the Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against the Company with respect to services rendered in connection with the issuance of this policy, are merged herein and shall be enforceable only under the terms, conditions and limitations of this policy.

4. The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage shown in Item 3 of Schedule A, (2) any owner or successor in ownership of any such indebtedness who acquires title to the real estate described in Item 4 of Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality which insures or guarantees said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said real estate as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "date hereof": the exact day, hour and minute specified in Schedule A; (d) "public records": records which, under the recording laws, impart constructive notice with respect to said real estate; (e) "home office": the office of the Company at the address shown herein.

WASHINGTON  
TITLE  
INSURANCE  
COMPANY



719 SECOND AVENUE  
SEATTLE 4, WASHINGTON



2. Contract of sale dated January 27, 1965, recorded January 29, 1965 under auditor's file No. 5838530.

Vendor: (b) (6)

Vendee: Manson Construction and Engineering Company,  
(Excise Tax Receipt No. E-582050).

NOTE: Said contract contains an agreement relative to a dock, gang plank, and boat house.

NOTE: General taxes for 1965 in the sum of \$111.20 which cannot be paid until February 15, 1965.

#### GENERAL EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements not disclosed by the public records; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water or electricity.
2. Exceptions and reservations in United States Patents; right of use, control or regulation by the United States of America in the exercise of powers over navigation; limitation by law or governmental regulation with respect to subdivision, use, enjoyment or occupancy; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.

(End of Schedule B)



the south line of Myrtle Street as deeded to the City of Seattle by deed recorded under auditor's file No. 833369 produced westerly; thence south 89°59'17" east along south line produced 228.47 feet; thence north 63°10'07" east 88.58 feet to an intersection with the center line of Myrtle Street; thence south 48°57'17" east 60.93 feet to the south line of Myrtle Street and the northwest corner of a tract of land deeded under auditor's file No. 2733678; thence north 89°59'17" west along said south line of Myrtle Street 6.00 feet to the existing shore line; thence southeasterly along said shoreline the following courses and distances; south 39°20'44" east 54.46 feet; south 25°14'01" east 55.76 feet; south 47°30'13" east 57.03 feet; south 32°24'47" east 251.11 feet; south 24°30'21" east 110.00 feet; south 49°50'00" east 26.73 feet; south 10°07'00" east 38.57 feet; south 46°30'00" east 79.35 feet to the west line of said tract 20; thence south 20°44'33" east along said west line of tract 20, 200.13 feet to the point of beginning; EXCEPT That portion of the abandoned bed of the Duwamish River lying in the northwest quarter and the southwest quarter of section 29, township 24 north, range 4 east, W.M., in King County, Washington, and being the part deleted from the above described description, more fully described as follows:

Beginning at the intersection of the easterly right-of-way line of the Commercial Waterway District No. 1 with the south line of Myrtle Street as deeded to the City of Seattle by deed recorded under auditor's file No. 833369 produced westerly; thence south 89°59'17" east along said south line produced 228.47 feet; thence south 43°32'00" east parallel with said right-of-way line 247 feet; thence southerly to a point on said right-of-way which is south 43°32'00" east 557.00 feet from the point of beginning; thence north 43°32'00" west 557.00 feet to the point of beginning; EXCEPT any portion thereof lying within the strip of land deeded to the City of Seattle, for Myrtle Street by deed recorded under auditor's file No. 833369.

#### SCHEDULE B

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:  
SPECIAL EXCEPTIONS:

1. Contract of sale dated September 1, 1961, recorded May 8, 1964 under auditor's file No. 5733606,  
Vendor: Commercial Waterway District No. 1 of King County, State of Washington, a municipal corporation,  
Vendee: John V. Farrell, doing business as Duwamish Marina, presumptively subject to the community interest of his wife, Dorothy E. Farrell.  
Said contract covers said premises and other lands.

NO. B-758574  
DATE February 1, 1965 at 8:00 a.m.

AMOUNT \$37,000.00  
PREMIUM \$173.75

1. INSURED

Manson Construction and Engineering Co.

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN

(b) (6) presumptively subject to the community interest of (b) (6)  
(b) (6), as to Parcel (a); and  
Commercial Waterway District No. 1 of King County, Washington, as to  
parcel (b).

3. ESTATE, LIEN OR INTEREST INSURED

Fee simple estate.

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS  
ISSUED

(a) A portion of the abandoned beds of the Duwamish River, lying in the southwest quarter of section 29, township 24 north, range 4 east, W.M., in King County, Washington, described as follows:  
Commencing at the south quarter corner of said section 29; thence north 0°57'26" east along the line between said quarter corner and the center of said section 29 a distance of 1976.47 feet to a point on the north right-of-way line of Othello Street, as dedicated in Plat of Duwamish Industrial Addition, according to plat recorded in volume 21 of plats, page 65, in King County, Washington; thence north 89°58'57" west along said north right-of-way line 477.56 feet to the southwest corner of Tract 20 of said plat; thence north 20°44'33" west along the west line of said tract 20 a distance of 200.13 feet to the point of beginning; thence north 46°30'00" west 79.35 feet; thence north 10°07'00" west 8.10 feet to an intersection with the centerline of Garden Street produced westerly thence east along said centerline 38.61 feet; thence south 14°58'53" east 31.05 feet; to the south right-of-way line of Garden Street; thence south 20°44'33" east 34.85 feet to the point of beginning.

(b) That portion of the abandoned beds of the Duwamish River, lying in the northwest quarter and the southwest quarter of section 29, township 24 north, range 4 east, W.M., in King County, Washington, described as follows:

Commencing at the south quarter corner of said section 29; thence north 0°57'26" east along the line between said quarter corner and the center of said section 29, a distance of 1976.47 feet to a point on the north right-of-way line of Othello Street, as dedicated in plat of Duwamish Industrial Addition, according to plat recorded in volume 21 of plats, page 65 in King County, Washington; thence north 89°58'57" west along said north right-of-way line 477.56 feet to the southwest corner of tract 20 of said plat, and the point of beginning; thence south 20°44'33" east to the center line of Othello Street extended westerly; thence westerly along said extended center line 68.75 feet to the easterly right-of-way line of Commercial Waterway District No. 1; thence along said easterly right-of-way north 43°32'00" west 1048.91 feet to an intersection with

POLICY OF TITLE INSURANCE

WASHINGTON TITLE INSURANCE COMPANY

719 Second Avenue  
Seattle 4, Washington

hereinafter called the Company, a Washington corporation, for valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in item 2 of Schedule A; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown in Schedule B; or
3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, of any lien or encumbrance not shown in Schedule B;

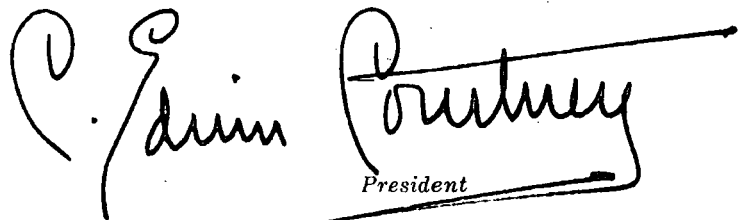
provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured.

The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder.

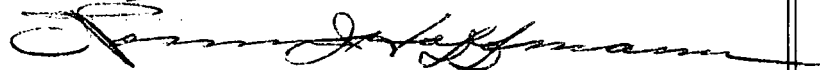
*In witness whereof*, WASHINGTON TITLE INSURANCE COMPANY has caused this policy to be authenticated by the facsimile signature of its President, but this policy is not valid unless attested by the Secretary or an Assistant Secretary.

WASHINGTON TITLE INSURANCE COMPANY

By

  
President

Attest:



Assistant Secretary

*Preliminary Title Report (#2)*

CHICAGO TITLE INSURANCE COMPANY

*30 WAREHOUSE REFINANCE*

*8/86*

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B, to the Exclusions from Coverage ( appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Issued by:

CHICAGO TITLE INSURANCE COMPANY  
1800 Columbia Center  
701 5th Avenue  
Seattle, Washington 98104  
(206) 628-5666

By:

*Richard L. Pollan*  
President.

ATTEST

*John Wilco*

Authorized Signatory



*Thomas J. Adams*  
Secretary.

## OWNERS POLICY

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

JOHN WICKWIRE  
BRENDA PATERSON  
UNIT 2 628-5675

SEATTLE WASHINGTON .d104  
A. L. T. A. COMMITMENT  
SCHEDULE A  
SECOND REPORT

Our No. 103811B  
Your No.

Effective Date: August 10, 1986 at 8:00 A.M.

1. Policies to be issued:

ALTA Loan Policy 1970  
(Amended 10-17-70 and 10-17-84)  
Extended COMMERCIAL RATE

Amount: \$2,800,000.00

Premium:

\$4,890.00

Tax:

\$386.31

-----  
\$5,276.31

Proposed Insured:

APPROPRIATE LENDER

2. The estate or interest in the land described herein and which is covered by this commitment is: A Fee Simple
3. The estate or interest referred to herein is at Date of Commitment vested in:
- THE B. D. PARTNERSHIP, A WASHINGTON GENERAL PARTNERSHIP, AS TO PARCEL A AND MANSON CONSTRUCTION AND ENGINEERING CO., A WASHINGTON CORPORATION, AS TO PARCELS B AND C.
4. The land referred to in this commitment is situated in the County of King, State of Washington, and is described as follows:

SEE SCHEDULE A (NEXT PAGE)

PARCEL A:

TRACTS 17 AND 18 AND THAT PORTION OF TRACTS 19 AND 20, LYING EAST OF A LINE WHICH IS 700 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 17, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

PARCEL B:

PORTIONS OF THE ABANDONED BEDS OF THE DUWAMISH RIVER LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND OF TRACTS 19 AND 20 OF THE DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER SECTION CORNER OF SAID SECTION 29;  
THENCE NORTH 0 DEGREES 57'26" EAST ALONG THE CENTERLINE OF SAID SECTION 29, A DISTANCE OF 1976.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SOUTH OTHELLO STREET, AS DEDICATED IN SAID PLAT OF DUWAMISH INDUSTRIAL ADDITION;  
THENCE NORTH 89 DEGREES 58'57" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 477.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 20 AND THE TRUE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;  
THENCE SOUTH 20 DEGREES 44'33" EAST 53.47 FEET TO THE NORTHWEST CORNER OF TRACT 16 OF SAID PLAT;  
THENCE SOUTH 10 DEGREES 03'29" WEST 38.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COMMERCIAL WATERWAY DISTRICT NO. 1 AND THE MOST WESTERLY CORNER OF TRACT 16;  
THENCE NORTH 49 DEGREES 00'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 65.71 FEET TO A POINT OF INTERSECTION OF COMMERCIAL WATERWAY DISTRICT NO. 1 RIGHT OF WAY LINES;  
THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 43 DEGREES 32'00" WEST A DISTANCE OF 162.40 FEET;  
THENCE NORTH 46 DEGREES 28'00" EAST A DISTANCE OF 213.77 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTH GARDEN STREET AND THE NORTH LINE OF SAID TRACTS 19 AND 20; SAID POINT BEING REFERRED TO AS POINT "B";  
THENCE DUE EAST ALONG THE SAID RIGHT OF WAY LINE 75.00 FEET, TO A POINT ON A LINE 700.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF TRACT 17 OF SAID DUWAMISH INDUSTRIAL ADDITION;  
THENCE SOUTH 0 DEGREES 08'57" EAST, 219.78 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTH OTHELLO STREET AND THE SOUTH LINE OF SAID TRACT 20;  
THENCE NORTH 89 DEGREES 58'57" WEST, 81.24 FEET ALONG SAID RIGHT OF WAY LINE OF THE TRUE POINT OF BEGINNING;

ALSO, BEGINNING AT SAID POINT "B";  
THENCE SOUTH 46 DEGREES 28'00" WEST 213.77 FEET TO THE EASTERLY RIGHT OF  
WAY LINE OF COMMERCIAL WATERWAY DISTRICT NO. 1;  
THENCE NORTH 43 DEGREES 32'00" WEST ALONG SAID RIGHT OF WAY LINE TO AN  
INTERSECTION WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF S. GARDEN  
ST.;  
THENCE DUE EAST ALONG SAID SOUTH LINE TO POINT "B" AND THE POINT OF  
BEGINNING.

PARCEL C:

A PORTION OF THE ABANDONED BEDS OF THE DUWAMISH RIVER, LYING IN THE  
SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN  
KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 0 DEGREES 57'26" EAST ALONG THE LINE BETWEEN SAID QUARTER  
CORNER AND THE CENTER OF SAID SECTION 29 A DISTANCE OF 1976.67 FEET TO THE  
NORTH MARGIN OF S. OTHELLO ST., AS DEDICATED IN THE PLAT OF DUWAMISH  
INDUSTRIAL ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 71  
OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON;  
THENCE NORTH 89 DEGREES 58'57" WEST ALONG SAID NORTH MARGIN 477.56 FEET TO  
THE SOUTHWEST CORNER OF TRACT 20 OF SAID PLAT;  
THENCE NORTH 20 DEGREES 44'33" WEST ALONG THE WEST LINE OF SAID TRACT A  
DISTANCE OF 234.98 FEET TO THE SOUTH MARGIN OF SOUTH GARDEN ST. AND THE  
TRUE POINT OF BEGINNING;  
THENCE NORTH 14 DEGREES 58'53" WEST 62.12 FEET TO THE NORTH MARGIN OF  
SOUTH GARDEN ST.;  
THENCE DUE WEST 35.93 FEET ALONG SAID NORTH MARGIN;  
THENCE NORTH 32 DEGREES 39'30" WEST 380.27 FEET;  
THENCE NORTH 60 DEGREES 33'54" WEST 16.60 FEET;  
THENCE NORTH 30 DEGREES 14'49" WEST 131.72 FEET;  
THENCE NORTH 0 DEGREES 00'43" EAST 18.29 FEET TO THE SOUTH MARGIN OF  
S. MYRTLE ST.;  
THENCE NORTH 89 DEGREES 59'17" WEST 9.00 FEET ALONG SAID SOUTH MARGIN OF  
S. MYRTLE ST. TO THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED UNDER  
RECORDING NUMBER 2733678;  
THENCE NORTH 48 DEGREES 57'17" WEST 60.93 FEET TO THE INTERSECTION WITH  
THE CENTERLINE OF SAID SOUTH MYRTLE ST.;  
THENCE SOUTH 63 DEGREES 10'07" WEST 88.58 FEET TO THE SOUTH MARGIN OF SAID  
SOUTH MYRTLE ST.;  
THENCE NORTH 89 DEGREES 59'17" WEST 228.47 FEET ALONG SAID SOUTH MARGIN OF  
SOUTH MYRTLE ST. PRODUCED WESTERLY AS DEEDED TO THE CITY OF SEATTLE BY  
DEED RECORDED UNDER RECORDING NUMBER 833369 TO THE EASTERLY RIGHT OF WAY  
LINE OF COMMERCIAL WATER DISTRICT NO. 1;  
THENCE SOUTH 43 DEGREES 32'00" EAST 717.92 FEET ALONG SAID EASTERLY RIGHT  
OF LINE TO THE SOUTH MARGIN OF SOUTH GARDEN ST. PRODUCED WESTERLY;  
THENCE DUE EAST 205.98 FEET ALONG THE SOUTH MARGIN OF SAID S. GARDEN  
ST. TO THE TRUE POINT OF BEGINNING.



Our No. 103811B  
Your No.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. It must be determined that there are no service, installation, maintenance or construction charges for sewer, water, electricity or garbage removal.
3. Requirements: Instruments creating the estate or interest to be insured must be approved and filed for record.
4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:  

BETWEEN:	COMMERCIAL WATERWAY DISTRICT NO. 1 OF KING COUNTY
AND:	OWNERS AND FUTURE OWNERS
DATED:	April 01, 1914
RECORDED:	September 29, 1914
RECORDING NUMBER:	955801
REGARDING:	MAINTENANCE OF ALL NECESSARY BULKHEADS OR OTHER MEANS FOR RETAINING DIRT
5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:  

BETWEEN:	MANSON CONSTRUCTION AND ENGINEERING COMPANY, A WASHINGTON CORPORATION
AND:	CITY OF SEATTLE
DATED:	November 19, 1984
RECORDED:	September 13, 1985
RECORDING NUMBER:	8509130874
REGARDING:	MAINTENANCE OF THE EXISTING STORM SYSTEM AND THE CONTINUED ACCEPTANCE OF STORM WATER RUNOFF FROM THE UNVACATED PORTIONS OF SOUTH GARDEN STREET
6. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF THE PROPERTY HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY HIGH WATER OF THE DUWAMISH RIVER .
7. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING AND CHANGING IN THE COURSE OF THE DUWAMISH RIVER RIVER.
8. ANY PROHIBITION OF OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.
9. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 8204169001,

COPY ATTACHED.

10. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 8008089003, COPY ATTACHED.

AFFECTS: PARCEL C

11. RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS, AND ROADS AS DEDICATED IN THE PLAT.
12. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.  
THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF CITY OF SEATTLE.  
PRESENT RATE OF REAL ESTATE EXCISE TAX AS OF THE DATE HEREIN IS 1.32 PERCENT.
13. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:
- |                     |                |
|---------------------|----------------|
| YEAR:               | 1986           |
| AMOUNT BILLED:      | \$31,009.66    |
| AMOUNT PAID:        | \$15,504.83    |
| AMOUNT DUE:         | \$15,504.83    |
| TAX ACCOUNT NUMBER: | 213620-0695-09 |
| LEVY CODE:          | 0010           |

AFFECTS: PARCEL A

14. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:
- |                     |                |
|---------------------|----------------|
| YEAR:               | 1986           |
| AMOUNT BILLED:      | \$1,844.50     |
| AMOUNT PAID:        | \$922.25       |
| AMOUNT DUE:         | \$922.25       |
| TAX ACCOUNT NUMBER: | 213620-0710-00 |
| LEVY CODE:          | 0010           |

AFFECTS: PORTION OF PARCEL B

15. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:
- |                     |                |
|---------------------|----------------|
| YEAR:               | 1986           |
| AMOUNT BILLED:      | \$23,360.61    |
| AMOUNT PAID:        | \$11,680.31    |
| AMOUNT DUE:         | \$11,680.30    |
| TAX ACCOUNT NUMBER: | 292404-9089-00 |
| LEVY CODE:          | 0010           |

AFFECTS: PARCEL C AND THE REMAINDER OF PARCEL B

16. ASSESSMENT:  
AMOUNT: \$16,045.06  
INTEREST: 6.5 PERCENT  
FROM: March 22, 1977  
ANNUAL INSTALLMENTS: 10  
INSTALLMENTS PAID: 9  
INSTALLMENTS: 0  
DELINQUENT:  
NEXT INSTALLMENT DUE: 3-22-87  
LEVIED BY: CITY OF SEATTLE  
FOR: SANITARY SEWER  
L I D NUMBER: 6650

AFFECTS: PARCEL A

17. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:  
GRANTOR: SEATTLE FIRST NATIONAL BANK AS GUARDIAN OF  
THE ESTATE OF (b) (6)  
TRUSTEE: PIONEER NATIONAL TITLE INSURANCE COMPANY  
BENEFICIARY: WASHINGTON MORTGAGE CO., INC.  
AMOUNT: \$825,000.00  
DATED: October 15, 1975  
RECORDED: October 31, 1975  
RECORDING NUMBER: 7510310477

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE  
SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF  
THE INDEBTEDNESS SECURED.

AFFECTS: PARCEL A

ASSIGNMENT OF SAID DEED OF TRUST:  
DATED: October 23, 1975  
RECORDED: October 31, 1975  
RECORDING NUMBER: 7510310478  
ASSIGNEE: CALIFORNIA-WESTERN STATES LIFE INSURANCE  
COMPANY

18. ASSIGNMENT OF RENTS AND/OR LEASES AND THE TERMS AND CONDITIONS THEREOF:  
ASSIGNOR: SEATTLE FIRST NATIONAL BANK, AS GUARDIAN OF  
THE ESTATE OF (b) (6)  
ASSIGNEE: WASHINGTON MORTGAGE CO., INC., A WASHINGTON  
CORPORATION  
DATED: October 15, 1975  
RECORDED: October 31, 1975  
RECORDING NUMBER: 7510310479

AFFECTS: PARCEL A

ASSIGNMENT OF SAID LESSOR'S INTEREST IN LEASES:

DATED: October 23, 1975  
RECORDED: October 31, 1975  
RECORDING NUMBER: 7510310180  
ASSIGNEE: CALIFORNIA-WESTERN STATES LIFE INSURANCE  
COMPANY

19. UNRECORDED LEASE:

LESSOR: (b) (6)  
LESSEE: CONTINENTAL CAN CO., INC., A NEW YORK  
CORPORATION  
DISCLOSED BY: 7510310479

AFFECTS: PARCEL A

NOTE: LESSOR'S INTEREST IN SAID LEASE WAS ASSIGNED BY INSTRUMENT DATED  
May 09, 1975 TO SEATTLE FIRST NATIONAL BANK, AS GUARDIAN OF THE ESTATE OF  
MARY ELIZABET COFFIIN, AN INCOMPETENT.

20. UNRECORDED LEASE:

LESSOR: (b) (6)  
LESSEE: (b) (6)

DISCLOSED BY:

AFFECTS: PARCEL A

NOTE: LESSOR'S INTEREST IN SAID LEASE WAS ASSIGNED BY INSTRUMENT DATED  
May 09, 1975 TO SEATTLE FIRST NATIONAL BANK, AS GUARDIAN OF THE ESTATE OF  
(b) (6)

21. UNRECORDED LEASE:

LESSOR: NOT DISCLOSED  
LESSEE: FAMOUS BRANDS DISTRIBUTING CO., INC.  
DISCLOSED BY: 8211301058

AFFECTS: PARCEL A

22. UNRECORDED LEASE:

LESSOR: NOT DISCLOSED  
LESSEE: THOMAS MEESON AND/OR MEESON'S TRAFFIC  
SERVICES, INC.  
DISCLOSED BY: 8211301058

AFFECTS: PARCEL A

23. NUMEROUS MATTERS AGAINST PERSONS WITH NAMES SIMILAR TO THOMAS MEESON, THE  
EFFECT OF WHICH DEPENDS UPON HIS IDENTITY WITH SAID PERSONS.

24. NUMEROUS MATTERS AGAINST PERSONS WITH NAMES SIMILAR TO MEESON'S TRAFFIC SERVICES, INC., THE EFFECT OF WHICH DEPENDS UPON THEIR IDENTITY WITH SAID PERSONS.
25. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
- |                   |  |
|-------------------|--|
| GRANTOR:          | B. D. PARTNERSHIP, A WASHINGTON GENERAL PARTNERSHIP  |
| TRUSTEE:          | PIONEER NATIONAL TITLE INSURANCE COMPANY   |
| BENEFICIARY:      | SEATTLE-FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS OF THE COFFIN FAMILY TRUST |
| AMOUNT:           | \$1,244,095.38   |
| DATED:            | November 30, 1982  |
| RECORDED:         | November 30, 1982  |
| RECORDING NUMBER: | 8211301059   |

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AFFECTS: PARCEL A

ASSIGNMENT OF SAID DEED OF TRUST:

DATED:	February 08, 1983
RECORDED:	May 09, 1983
RECORDING NUMBER:	8305090678
ASSIGNEE:	(b) (6)

22. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
- |                   |   |
|-------------------|---|
| GRANTOR:          | B. D. PARTNERSHIP                                     |
| TRUSTEE:          | PIONEER NATIONAL TITLE INSURANCE COMPANY, INC.        |
| BENEFICIARY:      | RAINIER NATIONAL BANK, A NATIONAL BANKING ASSOCIATION |
| AMOUNT:           | \$675,000.00  |
| DATED:            | November 30, 1982                                     |
| RECORDED:         | December 06, 1982                                     |
| RECORDING NUMBER: | 8212060113  |

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AFFECTS: PARCEL A

23. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
- |          |  |
|----------|--|
| GRANTOR: | MANSON CONSTRUCTION & ENGINEERING CO., A |
|----------|--|

**SCHEDULE B**  
(Continued)

Our No. 103811B  
Your No.

TRUSTEE:	WASHINGTON CORPORATION
	TRANSAMERICA TITLE INSURANCE COMPANY, A
	CALIFORNIA CORPORATION
BENEFICIARY:	RAINIER NATIONAL BANK, A NATIONAL BANKING
	ASSOCIATION
AMOUNT:	\$1,495,332.11
DATED:	June 28, 1985
RECORDED:	July 26, 1985
RECORDING NUMBER:	8507260299

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AFFECTS: PORTION OF PARCEL B AND OTHER PROPERTY

24. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED UPON SAID PROPERTY AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.
25. RIGHT, TITLE, AND INTEREST OF B.D. PARTNERSHIP, PRESUMED BY THE KING COUNTY TAX ROLLS TO HAVE AN INTEREST IN SAID PREMISES.

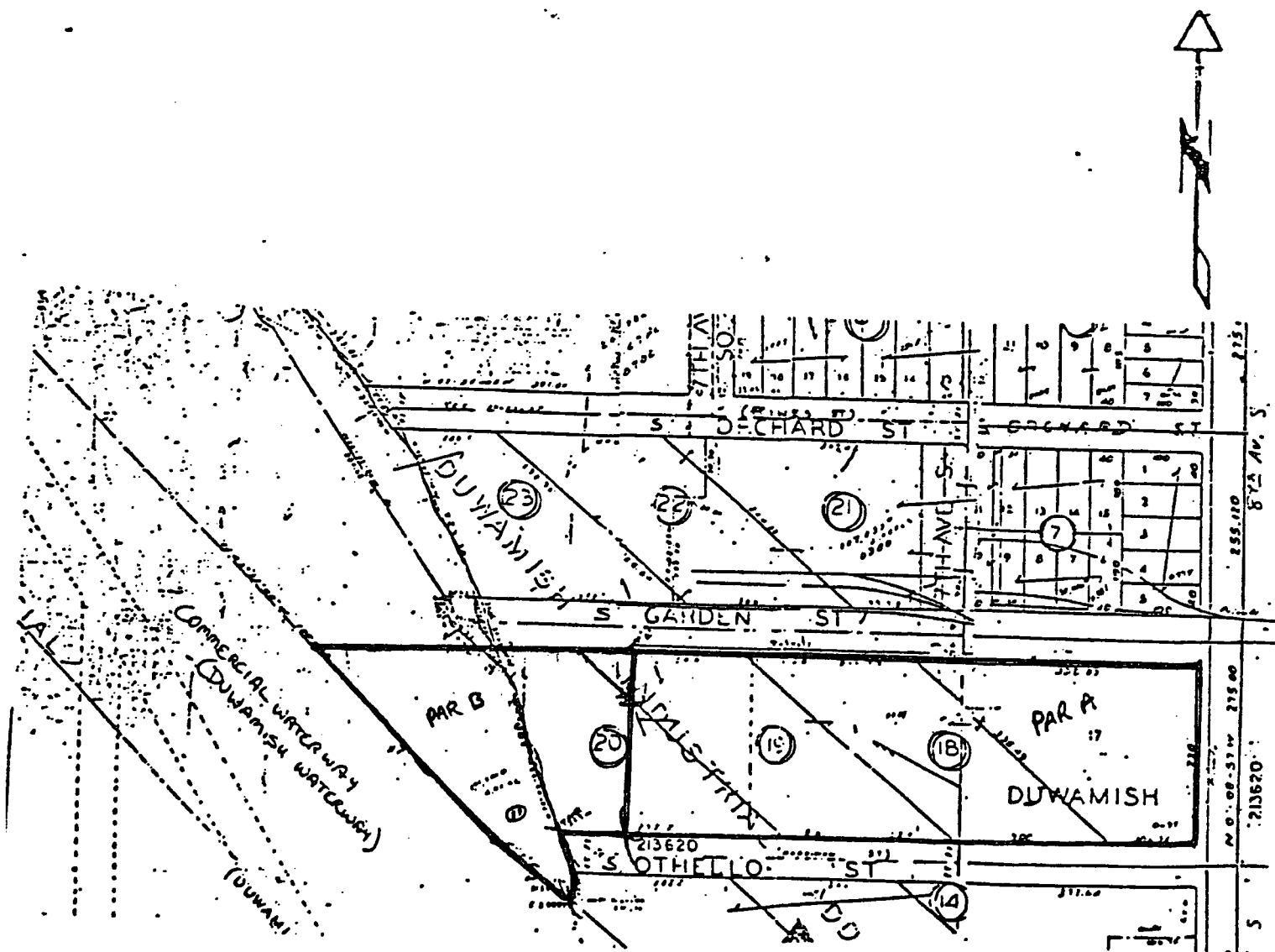
AFFECTS: PORTION OF PARCEL B

26. TERMS AND CONDITIONS OF THE PARTNERSHIP AGREEMENT FOR B.D. PARTNERSHIP.
27. ANY CONVEYANCE OR MORTGAGE BY B.D. PARTNERSHIP, A PARTNERSHIP, MUST BE EXECUTED BY ALL OF THE GENERAL PARTNERS AND THEIR RESPECTIVE SPOUSES AS OF THE DATE OF ACQUISITION OR EVIDENCE MUST BE SUBMITTED THAT CERTAIN DESIGNATED PARTNERS HAVE BEEN AUTHORIZED TO ACT FOR THE PARTNERSHIP.
28. MATTERS OF RECORD, IF ANY, AGAINST THE NAMES OF THE UNDISCLOSED GENERAL PARTNERS OF B.D. PARTNERSHIP, A PARTNERSHIP.
29. IF PARCEL B IS TO BE INSURED AS A LEASEHOLD ESTATE A COPY OF THE LEASE MUST BE SUBMITTED FOR OUR REVIEW AND THE LEASE OR A SUITABLE MEMORANDUM OF LEASE MUST BE RECORDED.
30. DISPOSITION OF MATTERS DISCLOSED BY A SURVEY OR OUR INSPECTION. AN INSPECTION OF THE PROPERTY WILL BE MADE TO DETERMINE STATUS OF POTENTIAL LIEN RIGHTS AND OTHER EXTENDED COVERAGE MATTERS; A SUPPLEMENTAL REPORT WILL FOLLOW.

NOTE 1: ADDRESS VERIFICATION TO FOLLOW BY SUPPLEMENTAL REPORT.  
End of Schedule B

ORDER NO. \_\_\_\_\_

Duwamish Industrial Add  
TOW Ptn. NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> 29-24-4

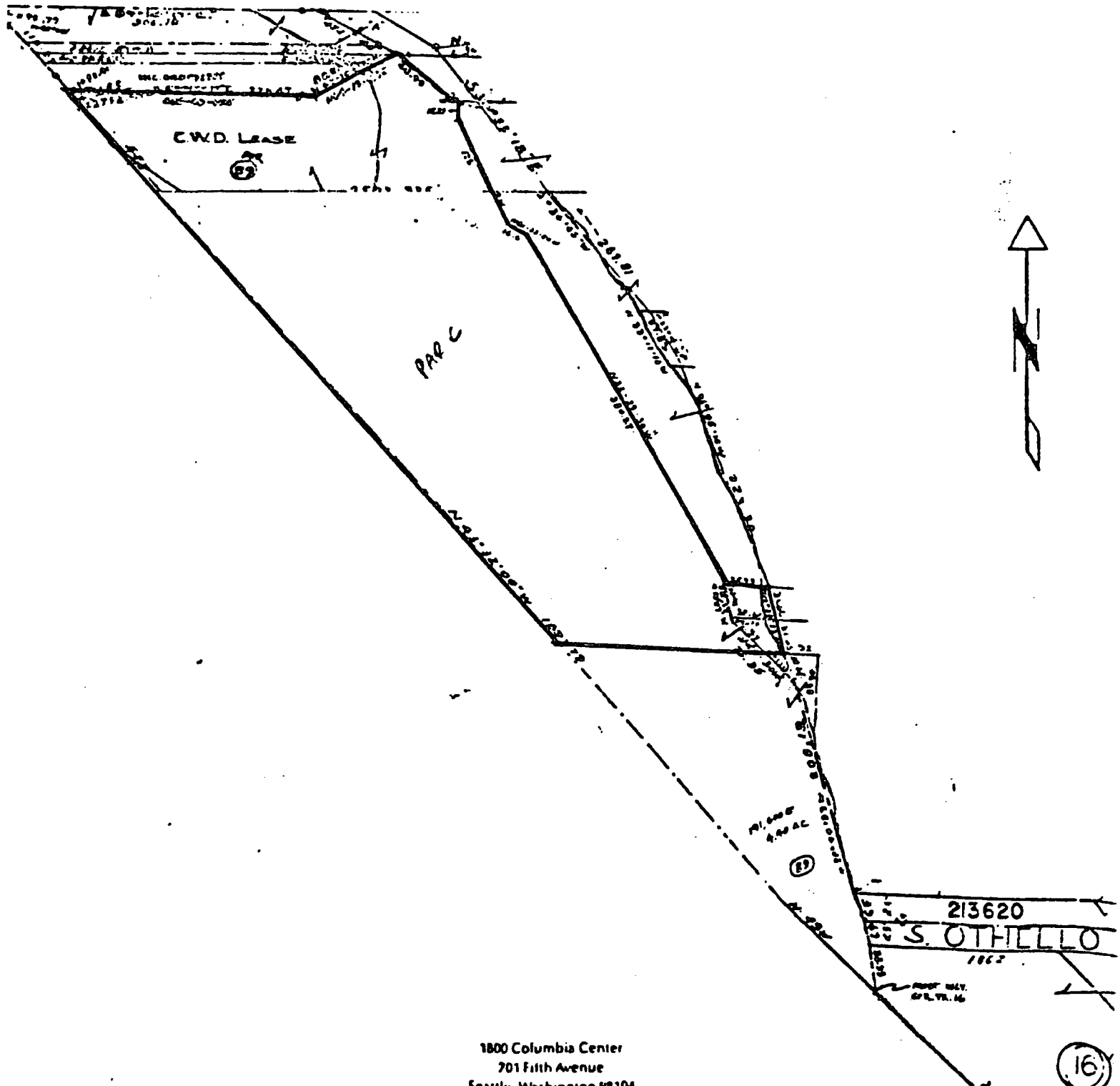


1800 Columbia Center  
701 Fifth Avenue  
Seattle, Washington 98104  
628-3666

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

ORDER NO. \_\_\_\_\_

PTN OF NW<sup>1</sup>/<sub>4</sub> + SW<sup>1</sup>/<sub>4</sub> 29-24-4



1800 Columbia Center  
201 Fifth Avenue  
Seattle, Washington 98104  
628-5666



## LOAN POLICY

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

AMERICAN LAND  
TITLE ASSOCIATION  
STANDARD FORM  
COMMITMENT

